



AGENDA

ASTORIA CITY COUNCIL

WORK SESSION / REGULAR SESSION

October 19, 2015

6:00 p.m.

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

6:00 P.M. WORK SESSION

1. CALL TO ORDER
2. ROLL CALL
3. VISION/STRATEGIC PLAN
4. ADJOURNMENT TO REGULAR SESSION

7:00 P.M. REGULAR SESSION

1. REPORTS OF COUNCILORS
2. PRESENTATIONS
 - (a) Rich Mays, Clatsop County Interim Manager
 - (b) Bear Creek Dam Seismic Study Status Report
 - (c) Parks Master Plan Update
3. CHANGES TO AGENDA
4. CONSENT CALENDAR

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

 - (a) City Council Special Meeting Minutes of 9/14/15
 - (b) City Council Minutes of 9/21/15
 - (c) Boards and Commissions Minutes
 - (1) Planning Commission Work Session of 9/1/15
 - (2) Planning Commission Meeting of 9/16/15
 - (d) Bear Creek Dam Seismic Study Contract Amendment and Oregon Water Resources Department Grant Acceptance (Public Works)
 - (e) Authorization to Award 11th Street and Franklin Avenue Storm Drain Project (Public Works)
 - (f) Contract Amendment for Senior Center Renovation (Public Works)
 - (g) Employee Wellness Policy (Finance)

5. 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.

- (a) Liquor License Application from Jeremy Todd Emmons, doing business as The Paradoxx Bistro & Market, Located at 1820 SE Front Street, for a New Outlet for a Full On-Premises Sales License (Finance)
- (b) Consider Property Sale – 2nd Street (Public Works)

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

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



CITY OF ASTORIA
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October 15, 2015

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF OCTOBER 19, 2015

6:00 P.M. WORK SESSION

Item 3(a): Vision/Strategic Plan

This fiscal year's City Council Goals includes the following: "Begin development of a City of Astoria strategic plan / vision". Erik Jensen of Jensen Strategies will discuss differences in Vision Planning and Strategic Plans to assist Council in providing direction to staff as to how it should be implemented.

7:00 P.M. REGULAR SESSION

PRESENTATIONS

Item 2(a): Rich Mays, Clatsop County Interim Manager

Interim Clatsop County Manager Rich Mays will introduce himself to City Council and provide a brief report.

Item 2(b): Bear Creek Dam Seismic Study Status Report

Cornforth Consultants has completed a preliminary seismic stability evaluation of the Bear Creek Dam and will be presenting an overview of their results at the Council meeting. They will also be available to answer any questions regarding the study and the scope of their services for additional geotechnical investigation work needed to complete their analysis.

Item 2(c): Parks Master Plan Update

In May of 2015, Astoria City Council adopted "develop a city parks master plan" as a goal for the 2015-16 fiscal year budget. The Parks and Recreation Department has begun preparing a Comprehensive Master Plan, with the assistance of RARE AmeriCorps participant Ian Sisson. This plan will establish

short and long-term priorities for the maintenance, improvement, and future development of the Parks and Recreation Department's parks, facilities, and program offerings. The planning process will involve a comprehensive inventory and assessment of existing assets and recreation opportunities, a level of service analysis based on state and regional benchmarks, a set of prioritized recommendations, and a strategy for implementation.

A critical aspect to the success of this project is the engagement of the community in the process, in a way that is equitable and inclusive of the needs and interests of all Parks and Recreation user groups. As part of this effort, Mayor LaMear has appointed a Citizen Advisory Committee to oversee the planning process. This group will hold its first meeting the week of October 19, 2015. On Tuesday, November 10, 2015 from 6:00 - 8:00 p.m., the first in a series of public workshops will be hosted by the Parks and Recreation Department, in the Lovell Showroom at Fort George Brewery. This event will allow the department to engage the community at large, provide further information on the planning process and goals, collect information related to the community's use of and priorities for Parks and Recreation's offerings, and begin the process of creating a shared community vision and set of priorities for the future of Astoria's Parks and Recreation Department.

CONSENT CALENDAR

Item 4(a): City Council Special Meeting Minutes

The minutes of the Special City Council meeting of September 14, 2015 is enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 4(b): City Council Meeting Minutes

The minutes of the Special City Council meeting of September 21, 2015 is enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 4(c): Boards and Commissions Minutes

The minutes of the (1) Planning Commission Work Session of September 1, 2015 and (2) Planning Commission meeting of September 16, 2015 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 4(d): Bear Creek Dam Seismic Study Contract Amendment and Oregon Water Resources Department Grant Acceptance (Public Works)

The City of Astoria's Bear Creek Dam is a 90-foot high concrete gravity dam built in 1912 and raised in 1953. The Oregon Water Resources Department (OWRD) has classified the dam as a high hazard dam due to the dam's proximity to human population areas downstream. The classification is not a

result of the dam's age or condition, but the age and current condition does affect the possibility of failure during a significant seismic event. In early 2013, the OWRD determined that the City should initiate a seismic failure analysis. The first step was to hire a consultant specializing in this type of analysis.

At the September 16, 2013 Council meeting, City Council authorized a contract with Cornforth Consultants for \$99,865, for Phase 1 geotechnical engineering services. The analysis was completed in March of 2014. In general, the soil conditions at the site were found to be better than previously assumed. On October 6, 2014 Council authorized an additional contract with Cornforth Consultants for \$147,000 for Phase 2 of the study. Phase 2 included the "Seismic Failure Analysis" which is an in depth structural and geotechnical stability evaluation of the dam.

Cornforth has completed a preliminary seismic stability evaluation of the dam and summarized the results in a draft report dated June 2015. The evaluation identified uncertainties in the foundation conditions of the right (east) abutment that have a large impact on the dams factor of safety against sliding. At the request of City staff and the OWRD State Engineer, Cornforth has prepared a scope for the additional geotechnical investigation work needed to complete their analysis. The estimated fee is \$144,000 of which the OWRD has offered an assistance grant in the amount of up to \$72,000 or 50% of the additional costs. This project and the results are very important to the State Engineer and will be used for reference material on future projects. With the Grant, the estimated City contribution will be \$72,000. Staff has budgeted \$20,000 in the Public Works Improvement Fund for the current fiscal year to pay for Phase 3 of the study. Staff proposes to use the Phase 3 funds and additional budgeted funds in the amount to \$52,000 from the same fund but plans for the Spur 14 Pipeline Project that will not be constructed this year as anticipated.

It is recommended that Council execute a contract with Cornforth Consultants for a total not to exceed amount of \$144,000 for Additional Geotechnical Investigation on Phase 2 of the Bear Creek Dam Seismic Analysis Project. It is also recommended that Council accept the Oregon Water Resources Department grant for \$72,000.

Item 4(e): Authorization to Award 11th Street and Franklin Avenue Storm Drain Project (Public Works)

The 11th Street and Franklin Avenue Storm Drain Project will improve a parking lot drainage issue that was identified upon completion of the 11th Street CSO Project. The parking lot, owned by First Methodist Church and located at the northeast corner of 11th Street and Franklin Avenue, drains through a small pipe in the curb and onto 11th Street. This drain appears to be undersized and after a pavement overlay on 11th Street it is no longer able to convey runoff appropriately. This project will provide a new catch basin and properly sized piping to convey runoff to the new storm drain system in 11th Street.

Competitive quotes for the project have been received with North Pacific Excavation being the low bidder. Funding for this project is recommended to come from the Public Works Improvement Fund. The contract has been approved as-to-form by the City Attorney. It is recommended that City Council authorize the award of a construction contract to North Pacific Excavation in the amount of \$12,893.00 for the 11th St. and Franklin Ave. Storm Drain Project.

Item 4(f): Contract Amendment for Senior Center Renovation (Public Works)

In July of 2015 the City Council approved a contract with Skyward Construction, Inc. for the Astoria Senior Center Renovation Project in the amount of \$1,455,157.00. A construction contingency of approximately 10% of the construction contract was set aside outside of the construction contract for any unforeseen circumstances that may arise during the project. As is with any remodeling project of the building circa 1947 its anticipated unforeseen items will emerge during the renovation process. Previous to this current Contract Amendment #2, Contract Amendment #1 in the amount of \$9,680.99 (for required blocking at the roof perimeter related to the seismic upgrades) was approved by the City Manager. Contract Amendment #2 is related to the need to apply a concrete floor leveling compound on the entire first floor due to unforeseen depressions between the floor beams. This was necessary to provide a flat substrate for the installation of all the flooring materials. To date Contract Amendments 1 and 2 would use \$26,930.99 of the \$145,515.70 contingency. It is recommended that the City Council approve the contract amendment #2 in the amount of \$17,250.00.

Item 4(g): Employee Wellness Policy (Finance)

Research indicates employee health status directly influences work behavior, attendance, on-the-job performance, and quality of work. As such it is important for the City to support employee wellness. It is the objective to see a return on the investment in the form of employee health reduction in and injury and medical claims attributable to long term positive impacts of health and wellness programs. City/County Insurance Services (CIS) has funds available to assist with implementation of wellness policies and programs as well as follow-up grants to assist with wellness program promotion. The initial grant application requires an executive officer/management supported Employee Wellness Policy. The deadline to apply for the grant is November 30, 2015. Funding for the CIS grant is in the amount of \$750. As part of the program, a City Wellness Team would need to be created and would consist of representatives from each department who volunteer and are supported by their Department Head. This team will help develop the wellness program for City staff. It is recommended that City Council approve the Employee Wellness Policy and submittal of application for the CIS Wellness Grant in the amount of \$750.

REGULAR AGENDA ITEMS

Item 5(a): Liquor License Application from Jeremy Todd Emmons, doing business as The Paradoxx Bistro & Market, Located at 1820 SE Front Street, for a New Outlet for a Full On-Premises Sales License (Finance)

A liquor license application has been filed by Jeremy Todd Emmons doing business as The Paradoxx Bistro & Market, located at 1820 SE Front Street, Astoria. The application is for a New Outlet for a Full On-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Item 5(b): Consider Property Sale – 2nd Street (Public Works)

A request to purchase a City-owned lot on 2nd Street has been received from Diana Kirk, Tidal Properties, LLC. Ms. Kirk recently purchased property located at 258 2nd Avenue and would like to purchase the 4,000 square foot City lot adjacent to her property. The minimum size for a buildable lot is 5,000 square feet. Because this is a substandard lot, it can only be sold to an adjoining property owner who would be required to incorporate this property into their existing tax lot. An appraisal report has been prepared by Appraiser Steven Weed. He estimates the property to have a real land value of \$14,000. Ms. Kirk has indicated a willingness to buy the property at this value and to pay the additional appraisal cost of \$200, which is above the City's appraisal fee. If Council is willing to consider the private sale, a public hearing will be scheduled for November 2, 2015. It is recommended that the City Council determine whether the private sale of a 4,000 square foot lot to Ms. Diana Kirk, Tidal Properties, LLC, should be considered, and if appropriate, schedule a Public Hearing on November 2, 2015 to address the proposed sale.



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WORK SESSION - ITEM 3

VISION/STRATEGIC PLAN

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA

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PRESENTATIONS

ITEM 2(a)

RICH MAYS, CLATSOP COUNTY

INTERIM MANAGER

NO DOCUMENTATION IS INCLUDED

FOR THIS AGENDA ITEM



CITY OF ASTORIA
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PRESENTATIONS

ITEM 2(b) BEAR CREEK DAM SEISMIC STUDY STATUS REPORT

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



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PRESENTATIONS

ITEM 2(c) PARKS MASTER PLAN UPDATE

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**

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

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

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

Panel Members Present: Todd Johnston, Executive Director, Northwest Oregon Housing Authority; Elaine Bruce, Director of Social Services, Clatsop Community Action; Jim Tierney, Executive Director, Community Action Team; and Jared Rickenbach, Northcoast Builder's Association arrived at 7:10 pm.

REGULAR AGENDA ITEMS

Item 3(a): Astoria Affordable Housing Study (Community Development)

The Community Development Department facilitated a discussion with City Council and a panel of professionals to review the Affordable Housing Study, which was included in the agenda packet.

Mayor LaMear said this work session was the result of two years of City Council goals. In 2014-2015, City Council's goal was to develop an affordable housing survey working with community partners. The goal for 2015-2016 was to utilize the housing survey and promote housing that Astorian's can afford. The survey was completed by a wide variety of people in the community and the City is ready to make an action plan. As people talked about affordable housing, workforce housing, Section 8 housing, and subsidized housing, City Council became unclear of the terminology. This study includes a glossary of terms, which will be a big help. She reminded that the work session was limited to discussing affordable housing for Astoria's workforce, police, fire, teachers, cannery workers, and others who work in the community. The survey was very well done and inclusive. She thanked Interim Planner Morgan, Ami Kreider, and Christy Ashley for putting the study together. She asked the panel members to introduce themselves.

After panel member introductions, Staff presented an overview of the Affordable Housing Study. During the presentation, the following key concepts were noted:

- The housing situation in Astoria affects economic development, so a two-pronged solution will be necessary. Incomes must grow so people can afford more housing choices and more affordable housing choices must be produced.
- Statistics indicate Astoria has a zero vacancy rate, incomes are low, and rents are high.
- Astoria has a large deficit of R-1, Low Density Residential zoned land. However, R-2 and R-3 zones do allow single-family dwellings.
- The tradition of buying a first home, upsizing to accommodate a family, and then downsizing for retirement is changing. Current local housing drivers include: demographic shifts, cultural shifts in marriage, and an increase in single heads of households.
- Astoria does not have many buildable lots left, but there is an increase in people moving to Astoria.
- Financial factors include: access to capital, financial literacy, and stagnant wages.

Director Cronin read Staff's draft Problem Statement and asked for feedback from Council. Councilor Herzig requested the wording in the Statement be changed because he believed it should be as flexible as possible. Councilor Nemlowill agreed and said she was glad Staff was considering this issue in terms of economic development. Businesses are having difficulties finding qualified workers, which prevents businesses from growing. Staff and Council briefly discussed workers in Astoria looking for housing outside of Astoria city limits.

Interim Planner Morgan noted that affordable housing is an umbrella term used to describe all types of housing that receives some level of assistance through public, private, or non-profit organizations and market rate housing at the low end of the scale. Councilor Herzig believed the definition of affordable housing contradicted

itself. Mr. Tierney explained the term “affordable housing” was intentionally coined to replace “low income housing” to make such housing sound more attractive to funders and the legislature.

Councilor Price suggested the word “affordable” be removed from the italicized sentence because both market rate and affordable units are in short supply, so Astoria needs a comprehensive housing strategy.

Director Cronin reviewed case studies of housing solutions in Portland, which included mixed-use workforce housing, mixed-use subsidized housing, workforce housing, multi-family rehabilitation projects, and small housing innovation projects. He recommended the City take the following actions:

- Amend the Accessory Dwelling Unit (ADU) policy to allow garage conversions.
- Begin an infill development program with softer design standards for infill to enable imperfect lots to be compatible with the neighborhood.
- Create a vacant home registry and more enforcement for vacant homes.

Mayor LaMear said Habitat for Humanity in Clatsop County used to be very active. She believed vacant homes could be renovated using the Habitat model. Director Cronin agreed.

Director Cronin noted possible discussion topics for the rest of the meeting and explained the feedback received would be used to complete Phase 2 of this study. The topics included:

- A property tax abatement system
- A community development block grant
- City funds – tax increment financing/Urban Renewal Funds
- Foundations that provide affordable housing funds
- Oregon Housing Community Services programs – tax credit and first time homebuyer programs
- Equity funds
- He noted the actions City Council could take immediately included supporting other organization’s funding requests, possibly through a letter of support, and establishing a task force to develop Phase 2 of this study, which Staff would report to Council on in early 2016.

Interim Planner Morgan explained the building permits for the multi-family units in Mill Pond were issued to Sheltered Resources, who built workforce and senior garage units. Mr. Krueger developed Edgewater at Mill Pond and the Yacht Club.

Mr. Johnston shared details about the Northwest Oregon Housing Authority (NOHA), which offers the following programs, services, and projects in the local community. NOHA’s primary program was the Housing Choice Voucher Program, which serves very low income and extremely low income with preference given to elderly, disabled, and homeless. NOHA also administered tax credit projects, which are the Astor Hotel and the Owens Adair Building. He noted the wait lists for both locations, agreeing there was a huge need; more than the resources NOHA could provide.

- He confirmed that NOHA has a mortgage on the Uniontown Building. Plans for a tax credit development project were postponed because other properties became a higher priority. NOHA plans to renovate the building for housing, but it is currently available for use. The building is historic and in bad condition, so the cost of renovation will be high even though it only has 16 units. NOHA continues to look for resources to develop the property.

Council, Staff, and panel members discussed the voucher program, which allows tenants to live anywhere they choose and rent from a private landlord. The program currently has a wait time of three years because it is so popular. The wait list will be closed until the wait time falls below two years. The success rate of this program has recently fallen from about 88 percent to about 45 percent. This change has occurred because tenants have a difficult time finding a place to rent. The vouchers put money directly in the hands of landlords and allows tenants to spend more of their income in the community. Landlords are no longer able to discriminate based on source of income.

The Department of Housing and Urban Development (HUD) dictates Section 8 rent levels based on their survey of the market, which is a couple of years behind. Therefore, HUD rent levels are unable to keep up with an increasing market. Mr. Tierney believed it would be beneficial for City Council to discuss this issue with HUD.

Mr. Johnston explained for Councilor Nemlow how financing would affect tenants in the Uniontown Building. A tax credit project would require tenants to meet income levels. If the building was refinanced as market rate housing through traditional financing, no restrictions would be necessary. Some tax credit programs allow a portion of the building to be rent restricted. Funding sources will often dictate a certain affordability level based on financial projections of the project.

Councilor Herzig asked if City Council would have the flexibility to set affordability levels if the City worked with NOHA. City Manager Estes explained that much of NOHA's funding comes from government sources. The funding source would dictate how affordability levels could be set.

Councilor Herzig believed studio apartments would be a good option for the Uniontown building. Director Cronin noted that the millennials are driving the market so much that micro housing has become financeable.

Ms. Bruce said people come to Clatsop Community Action (CCA) daily looking for affordable housing rental assistance and deposits. Many people are recently divorced, displaced, and/or have children. CCA also deals with the challenges of workforce development. She believed this population should be scattered throughout the community in mixed income developments that are affordable. Otherwise, people could get displaced and stigmatized. CCA tries to help everyone and she believed a balanced approach would develop a better community.

Mr. Tierney said the Low Income Housing Tax Credit (LIHTC) program is the largest funding source available from Oregon Community Housing Services. To participate in the program, income must be below 60 percent of the area's median income. Clatsop County has been overfunded and Astoria has many LIHTC projects, like Mill Pond. LIHTC projects are workforce housing because participants must have jobs in order to participate in the program. Therefore, he recommended the City think about affordable housing as low-end workforce housing. Astoria's housing problems cannot be fixed by adding LIHTC units, so a variety of strategies should be implemented. Remember to count units because doing so may be more beneficial than going after large projects. Sweat equity programs can also benefit the city with new construction and rehabilitation projects.

Councilor Herzig understood that Mr. Tierney and Ms. Bruce were advising the City to be as inclusive and diverse as possible and refrain from narrowly focusing on one population or one type of solution.

Mr. Rickenbach shared details about the Northcoast Builder's Association, noting that the Association's Board recently discussed this issue. There are few opportunities to build and develop in this area, construction costs are rising, and Astoria is one of the toughest jurisdictions to build in because of taxation, zoning, codes, regulations, and laws. He suggested Astoria look to Warrenton for ideas because Warrenton is doing a good job of providing affordable housing. The Association's membership includes one production builder and the rest are general contractors; none are developers.

Director Cronin did not believe there was any way Astoria could compete with Warrenton, where a family can buy a new house for \$225,000. Mr. Rickenbach believed Astoria could compete by changing its taxation structure. Director Cronin said there is a lot of interest in building rental units in Astoria. Mr. Rickenbach added that his company has seen an increase in small residential remodel projects in Astoria. Many of his clients want to add a duplex or a second dwelling, but it is just not possible without a lot of red tape and these projects are usually rejected.

Councilor Herzig noted the survey indicated Astoria's permitting process is too cumbersome. Mr. Rickenbach disagreed. He believed Astoria's City Staff and permitting process was one of the best in the County. General contractors are very happy with the City of Astoria.

Councilor Price said Warrenton has land available for development, but Astoria does not. She referred to an article in the *Portland Mercury* that said tax funded projects cost about \$250,000 per unit, but private funded projects can cost \$70,000 per unit. The cost of tax-funded projects is a result of meeting the requirements of those programs. She asked if the panel members agreed.

Mr. Johnston believed those statistics should be considered carefully. A piece of buildable property in Portland costs more than \$70,000. So, it is important to think about what is included in that price per unit and what subsidies are involved. However, the builder who claimed he could develop a property for \$70,000 is very creative and Astoria should see if his model could be imported.

Director Cronin said the cost of building materials is same in Astoria and Portland. Labor costs and the cost of land are the two biggest variables between the two cities. Publicly subsidized projects over \$750,000 include prevailing wages, which also drives the costs of housing.

Councilor Price asked if there was any way Astoria could encourage private development without giving money. Panel members made the following recommendations:

- Consider infill projects, which could be done by local contractors with a local workforce. Astoria does not have the resources to allow large specialty contractors from the valley to do large projects, like Mill Pond. Councilor Herzig said a vacant building inventory would be very useful for targeting areas for local contractors.
- Consider the development process and look for ways to mitigate the risks developers must take to complete a project. While this housing study does provide developers with some good information about the community and the market, developers would still be concerned about controlling land before spending money on it. The City could help mitigate this risk through community partnerships or a revolving loan fund.
 - Developers spend a minimum of \$300,000 on LIHTC projects before the application is even submitted and there is only a one in three chance of being funded. If a developer has enough funds to last two or three cycles, he will eventually get paid. However, that developer still needs to control the land and spend money. So, helping a developer with that risk will be better for Astoria, even if it is done on a much smaller scale.

Council, Staff, and panel members discussed how zoning restrictions and the permitting process affected ADUs in Astoria. ADU restrictions were implemented in response to the community's outcry that ADUs were not appropriate in neighborhoods. While Staff had not denied any permits for ADUs, the survey indicated people were uncomfortable with historic preservation requirements. Mr. Johnston said he had two ADU projects that were never started because the homeowners were not willing to go through the conditional use permitting process. If some of the code restrictions and permitting process could be relaxed, it will make a big difference when his clients consider projects.

Councilor Price said she would not be comfortable amending the code until the City has quantified what is for sale, dilapidated, and occasionally occupied. The dilapidated could be renovated into units that Astoria is trying to add. The City should also find out the number and sizes of rental units and their prices.

Councilors Herzig and Price asked what was meant by "control the land." Mr. Johnston explained that legally controlling the land could be accomplished by owning it or optioning it in a way that prevents a developer from losing money or wasting time. He told a story about a time when he did not control a piece of property he intended to build on. After raising the money and filing the tax credit application, the County, which was the landowner, just wanted to take his project. Historically, when development has slowed in the past, property owners try to squeeze more out of each of their units. This is the problem Astoria is having now with regard to ADUs. The recession has ended and development is just coming back. He believed Astoria should hold off on ADU work because the code was amended right before the recession. He also believed an inventory of dilapidated homes could provide partnership opportunities. The homes could be rehabilitated and sold to homeowners.

Council, Staff, and panel members discussed derelict buildings in Astoria. Mr. Tierney advised that an inventory be created before considering zone changes. City Manager Estes noted that since the derelict building ordinance was passed in 2011, effective code enforcement has led to several properties being renovated and sold.

- Mr. Rickenbach added that Astoria does not have any bad lots. All of the lots look out over the Columbia River, which is worth a lot of money to outsiders. This is challenge for Astoria because the community wants those lots in the hands of local citizens. As a contractor, he has clients with money who are willing to pay whatever is necessary to own a property in Astoria. Interim Planner Morgan added that outsiders are coming to Astoria, purchasing these diamonds in the rough, and restoring them. While this does clean up the neighborhoods, this does not solve Astoria's housing shortage.
- Mr. Tierney said this presents an opportunity to work with a non-profit. A non-profit could hold on to a property until it can be sold to the next purchaser. While he was not a fan of land trusts, he did believe lending could accomplish something similar to what people have tried to do with land trusts. Land trusts were developed on the premise that the cost of land drives the cost of housing to unaffordable numbers because the costs of construction remain the same. He disagreed and believed construction costs inflate

along with land prices. Controlling land through a land lease would allow the house to be sold to a low-income person. He described the goals, structure of, and issues with land trusts and explained why he believed controlling the land and selling the deed to the house was a better option. Astoria could find a similar way to use lending to keep houses affordable for a fairly long period of time.

- Council and Staff discussed the possibility of turning unused second floor space in downtown into apartments. Staff confirmed very few downtown buildings had space that could be developed. However, the Gunderson building could potentially provide up to about 6 units and the old State Hotel building could provide about 12 units. These spaces should be included in an inventory.

Councilor Nemlowill wanted to know the difference between a revolving loan fund and a community equity fund. Staff defined a revolving loan fund as a City of Astoria fund that provides financial assistance to expanding businesses. Staff gave the history behind the development of the fund in the 1980s, noting its purpose was to incentivize economic development projects. This fund was used to help Dairy Queen expand and to offset the purchase of the Armory Building. Community equity funds can come from various sources. The funds are put into an account that is drawn down. The City can participate in the equity or loan the funds.

Mr. Tierney and City Manager Estes explained how Community Development Block Grant (CDBG) funds and revolving loan funds were used together to fund projects. The Community Action Team has just submitted an application for a CDBG from Columbia County and has requested Astoria approve a letter of support for the project. Funds are granted every two years and the money supports the three-county region.

Mayor LaMear confirmed there were no public comments and asked Staff to recommend next steps.

Director Cronin suggested Mayor LaMear establish a task force to study the housing issue based on the study and comments made at this work session and report back to Council in early 2016.

Ms. Bruce said there were many vacant gas stations in Astoria and asked what the City was doing about Brownfield renovations and making the properties attractive to developers. She suggested Astoria incentivize Blue Ridge and Emerald Heights because they are great properties.

- Staff confirmed that Blue Ridge would be developed. However, the road is owned by the Federal government and the sewer would have to be connected to the City's infrastructure. These are significant issues that need to be figured out before the owner can present a subdivision application to the City. Staff has encouraged the owner to consider more than just single-family units.
- Astoria has a great track record with Brownfield remediation. As long as the vacant gas stations have a Notice of No Further Action from DEQ, the City can work with property owners to develop the properties.

City Council discussed the possibility of creating a task force and agreed that Staff should gather statistics and data about vacancies and derelict buildings before deciding how to move forward. Councilor Warr believed the City should take action with the private sector first by considering zoning changes. Council appreciated the expertise of the panel members and hoped they would be willing to participate in future discussions. Councilor Nemlowill suggested a follow-up work session be scheduled after Council attends the Affordable Housing Tour that is part of the League of Oregon Cities Convention.

Director Cronin appreciated the informal work session format especially when experts participated. He understood what information Council wanted Staff to provide and agreed that Council should direct Staff on next steps after considering the statistics. Council and Staff discussed how the City would proceed with short-term and long-term actions, which included possible zone and code changes and implementing the Buildable Lands Inventory.

Staff explained how the urban growth boundaries limited expansion, noting how difficult it would be to expand into the forested areas. Staff also explained the reason for the recent population growth in Astoria. These issues require long-term solutions, which should be considered as the City works on short-term goals that will help alleviate these problems.

Mr. Tierney summarized the letter of support that the Community Action Team would like Astoria to approve.

City Council Action: Motion by Councilor Nemlowill, seconded by Councilor Herzig, to approve the letter of support for a Community Development Block Grant application by Columbia County. Motion approved unanimously. Ayes: Councilors Nemlowill, Warr, Price, Herzig, and Mayor LaMear. Nays: None.

Mayor LaMear invited the public to forward their suggestions to City Council.

EXECUTIVE SESSION

Item 4(a): ORS192.660(2)(i) – Evaluation of Public Officers and Employees

ADJOURNMENT

There being no further business, the special meeting was adjourned at 9:00 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

A regular meeting of the Astoria Common Council was held at the above place at the hour of 6:00 pm.

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

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

Mayor LaMear recessed the regular City Council meeting to convene the Executive Session.

EXECUTIVE SESSION

Item 3(a): ORS 192.660(2)(i) – Evaluation of Public Officers and Employees

Mayor LaMear reconvened the regular meeting of the Astoria City Council.

REPORTS OF COUNCILORS

Item 3(a): Councilor Nemlowill had nothing to report.

Item 3(b): Councilor Herzig reported the City held a Service Fair, which was an incredible accomplishment by Staff. He thanked Staff for all their work on the fair. People provided good feedback about the event and he enjoyed the opportunity to speak to Public Works Staff. He felt bad that he did not know all of Staff personally, but he was fascinated by how passionate Staff members are about their work. Staff had many great ideas and suggestions. He believed it would be great if Council could have a breakfast with each department throughout the year to have a conversation without breaking the chain of command. He felt like he was not receiving the feedback he wanted from Staff and it would be nice to interact with them more often. He has heard from the public that the sidewalks downtown are in bad condition. One business owner said he had a customer who fell and broke her wrist, ended up in the hospital, and said she would never come to Astoria again. Property owners are responsible for the sidewalks, not the business owners. The City needs to give these downtown property owners more incentive to maintain their sidewalks because it is becoming problematic. If Astoria wants to be a liveable city for its residents and tourists, the sidewalks need to be improved. After many long City Council meetings, he realized Staff is stuck in unpadding chairs. He suggested breaks after an hour and a half so Staff can stretch. Paying attention to Staff's comfort will make everyone happy.

Item 3(c): Councilor Warr had nothing to report.

Item 3(d): Councilor Price had nothing to report.

Item 3(e): Mayor LaMear reported that the last Citizens Helping Improve Parks (CHIP-in) event was at the Aquatic Center. Tongue Point Job Corps students have participated in the CHIP-in program every month. Students have pruned, weeded, painted, and done whatever is required. They are always friendly and fun to be with. Earlier that day, she sent a letter to the administrators saying how much the City of Astoria appreciates the students' efforts because they have done a fantastic job.

PRESENTATIONS

Item 4(a): North Coast Watershed Association – Brooke Stanley

Brooke Stanley, 488 Lexington Ave., Astoria, explained that the North Coast Watershed Association is a small non-profit organization that restores rivers for salmon and people. She highlighted how the Association has

partnered with Astoria in the past, what the Association is doing now, and how the City and the Association can work together in the future. Her presentation was as follows:

- The Association's office is in Astoria and there are four Watershed Councils throughout Clatsop County.
- Work with the Astoria Parks Department includes: Riverwalk cleanups, removing invasive species, planting native species, working in Violet LaPlante Park, working with the community in the Alderbrook Natural Area, removing scotch broom, and mowing twice a year.
 - The Association is using grant funds to work on the Alderbrook Natural Area, which is a riparian area on the creek near the lagoon. Wildflowers will be planted as a pollinator habitat. Native shrubs and smaller trees will also be planted to provide areas for birds and diversify the natural setting. They plan to continue mowing the area to protect their plantings.
 - Bear Creek Watershed – All of Astoria's water comes from Bear Creek, which lies in the Nicolai-Wickiup Watershed. The Association held a Bear Creek Working Group meeting for Astorians interested in their drinking water. Public Works Director Cook took the group on a tour of the Bear Creek area and she learned Astoria has one of the best-managed water systems. Astoria is one of the only communities on the coast that does not have pesticides sprayed in the drinking water.
- The Association would like to continue working with the City on current projects and invites the City to request their assistance with future projects. They specialize in tree planting, river restoration, and fish passage projects. Most of their funds are grants for salmon restoration.
- The Association's Board of Directors does not have a City or County representative and there are a few vacancies. She invited anyone interested to consider serving on the Board. The Board meets the second Wednesday of every other month, which is not a huge commitment. She stated the Association's website is called clatsopwatersheds.org, which has all of their contact information.

Councilor Herzig asked if the Association was involved with the Riverfront visioning. He noted that Alderbrook is currently being discussed by the Astoria Planning Commission. Since the Association is doing so much work in Alderbrook, he believed they should participate in the conversation. Director Cronin confirmed he had never met Ms. Stanley, but would love to speak with her. Ms. Stanley said she was not personally involved, but members of the Alderbrook community group she has been working with are part of the conversations.

Councilor Herzig believed it would be important for Ms. Stanley to hear the conversation because it will involve the Associations plans.

Mayor LaMear added that openings on the watershed boards are never filled because no one runs for the open positions. She was delighted that Ms. Stanley shared the Association's work with the City and hoped the presentation would encourage people to run for the vacant positions.

Item 4(b): Clatsop Economic Development Resources – Kevin Leahy

Kevin Leahy, 3560 Irving Ave., Astoria, updated City Council on the services, awards, major projects, and current budget of Clatsop Economic Development Resources (CEDR) and the Clatsop Community College Small Business Development Center (SBDC) with a presentation that was included in the agenda packet. Astoria's annual contribution to CEDR has been \$7,500. However, CEDR's approved budget for Fiscal year 2015-2016 calls for an increase to \$10,000. This request for an increased contribution has been included on the Consent Calendar. Other contribution increases were approved by Clatsop County, Warrenton, and Cannon Beach. Seaside is currently considering the request and Gearheart has denied the request.

CHANGES TO AGENDA

There were no changes.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) Department Project Status Reports
 - (1) Community Development
 - (2) Finance Department
 - (3) Library
 - (4) Parks and Recreation
 - (5) Police Department
 - (6) Public Works

6(b) Request Authorization to Submit Grant Application to DLCD for Economic Development Strategy (Community Development)

- 6(c) Agreement for Professional Services with Clatsop Economic Development Resources (CEDR) (Finance)
- 6(d) Approve Updates to the Personnel Manual (Finance)
- 6(e) Authorization to Purchase Cameras for Police Department (Police)
- 6(f) Fiscal Year 2015-16 Dispatch Service Agreements (Police)
- 6(g) Public Safety Server with Storage Area Network Purchase (Police)

Councilor Herzig requested Item 6(b) be removed for further discussion. City Manager Estes confirmed for Councilors Nemlowill and Price that CEDR's request for increased contributions included in Item 6(c) was originally presented to City Council during the budget hearings earlier in the year. The increase has been included in the current fiscal year's budget.

Councilor Price thanked Staff for their comprehensive reports. She was particularly impressed by the Finance Department's work with OpenGov and other financial transparency issues.

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

Item 6(b): Request Authorization to Submit Grant Application to the Department of Land Conservation and Development (DLCD) for Economic Development Strategy (Community Development)

Councilor Herzig said this grant would fund a five-year economic development plan. He believed this should be highlighted because he has heard from many people that the City does not have long-range plans or visioning. This is one of Astoria's first, five-year economic development plans. He asked Staff to give more information about the grant.

Director Cronin stated one of City Council's goals for the year was to strengthen economic development through partnerships. Therefore, Staff is looking for grant opportunities to achieve the goal. Before a strategy can be developed, Staff must conduct an Economic Opportunities Analysis (EOA) and funds from this grant will help pay for the EOA. The strategy will identify key business sectors in the community that the City would like to retain, expand, or attract. Development of the strategy will include a robust public involvement process with a mayor-appointed advisory committee. CEDR will also be involved.

Councilor Herzig noted the grant application was to conduct an industrial and commercial lands inventory, an Economic Opportunities Analysis, and create a five-year economic development strategy around key business industry clusters. He believed it was wonderful that the City was moving forward with this project because people have been asking for this kind of long-range visioning. The Affordable Housing Study was listed on the grant application as one reason the grant should be awarded. He thanked Staff for completing the application and Mr. Leahy for being part of the project.

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

REGULAR AGENDA ITEMS

Item 7(a): Ordinance Amending City Code to Prohibit Tobacco and Marijuana Use in City of Astoria Parks (2nd Reading & Adoption) (Parks)

This proposed ordinance amending the Astoria City Code to prohibit tobacco and marijuana use in City of Astoria Parks received its first reading at the September 8, 2015 City Council meeting. The mission of the Astoria Parks and Recreation Department is to provide life-long learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces, and facilities that inspire and bring neighbors together. To support and reinforce this mission, the Astoria City Code provides rules and regulations of Astoria's Parks. Currently these regulations do not limit tobacco or marijuana use or

prevent users of City of Astoria Parks from second hand smoke exposure. It is recommended that the City Council conduct the second reading and adopt the ordinance amending the Astoria City Code to prohibit tobacco and marijuana use in City of Astoria Parks.

Councilor Herzig was concerned that this amendment would cost \$6,000+ in signage. He asked the Parks Department to identify the most effective sign locations, and then gradually add more signs so that Astoria does not have to spend the entire \$6,000. Clatsop County will contribute \$750 for signage, which is slightly more than 10 percent of the costs. Director Cosby said Staff has been working the Health Department to prioritize sign locations.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Herzig to conduct the second reading of the ordinance amending the Astoria City Code to prohibit tobacco and marijuana use in City of Astoria Parks. Motion carried 4 to 1. Ayes: Councilors Price, Herzig, Nemlowill, and Mayor LaMear; Nays: Councilor Warr.

Chief Ames conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Herzig to adopt the ordinance amending the Astoria City Code to prohibit tobacco and marijuana use in City of Astoria Parks. Motion carried 4 to 1. Ayes: Councilors Price, Herzig, Nemlowill, and Mayor LaMear; Nays: Councilor Warr.

Item 7(b): Adoption of Finding for Denial of Amendment Request (A15-01) by Clatsop Community College to the Land Use and Zoning Map to Rezone an area at 16th and Franklin Street from R-3 (High Density Residential) to C-3 (General Commercial) (Community Development)

Clatsop Community College (CCC) has proposed to sell the building known as the "Josie Peper" building to a private individual, who has stated that she would be using it as a residence (a second home) as well as a short term rental. Because the CCC properties are located in the R-3, High Density Residential zone, staff advised the College and the prospective owner that the only way a short-term rental could be allowed would be if there was a zone change to a zone that allowed lodging, such as the C-3, General Commercial zone. On June 1, 2015, the College applied for an amendment to change the designation of the Performing Arts Center (the PAC), the Josie Peper building, and the surrounding parking areas from R-3 to C-3.

On July 28, 2015, the Planning Commission held a public hearing and heard testimony from College officials, as well as three property owners in the vicinity who objected to the amendment. The basis of their objection was that the use of the Josie Peper building as a vacation rental would change the nature of the use, creating more traffic and late night noise and disruption. The Planning Commission voted 4-1 to recommend approval of the amendment. At its September 8, 2015 meeting, the Astoria City Council held a public hearing, and determined that the amendment request did not meet the criteria required by Section 10.070 (B) of the Development Code, and voted to tentatively deny the request based on the findings of fact as outlined in the memo accompanying this agenda item in your packets. It is recommended that Council find that the request does not meet the requirements of the Comprehensive Plan and Development Code and authorize the Mayor and Council to sign the Order for Denial.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price to adopt the Findings and Conclusions contained in the Staff report, deny Amendment Request (A15-01) by Clatsop Community College, and authorize the Mayor to sign the Order for Denial. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Mayor LaMear read the rules of appeal into the record.

Item 7(c): Social Service Grant Application and Potential Contribution to Warming Center (Finance/City Council)

Community organizations applied for City grant funds for Fiscal Year 2015-2016 through an application process held earlier in the year. Since that time, the Astoria Rescue Mission has requested removal from consideration for a previously budgeted grant. As the Rescue Mission has withdrawn its approved application, the FY 2015-16

community organization grant funds in the amount of \$4,000 have become available for social service agencies. The City Council may choose to use the available funding to support additional requests.

At the September 8, 2015 Council meeting, a request was made by Karin Temple to consider providing funds for the Warming Center activities. Since that meeting, staff has discussed information and met with representatives of the Warming Center. The application criteria and a list of Astoria 501(3)(c) organizations has been provided to assist with location of potential partners for the Warming Center activities. Staff feels it is important for the application process to be completed in order to provide appropriate review and consideration of the request.

Attached is a letter to accompany the first distribution for the FY2015-16 approved organization grants. This letter is similar to the Arts and Cultural Grants distribution letter previously approved by the City Council at the August 17, 2015 meeting. This letter incorporates the accounting and reporting requirements deadlines and the adopted City non-discrimination policy. It is recommended that Council approve disbursement of the approved grants, as recommended by the sub-committee and contained in the FY2015-16 adopted budget, utilizing the attached disbursement letter. The Astoria Rescue Mission will be removed from distributions per their request.

City Manager Estes noted that a total of \$46,000 was allocated in the budget for social service grants. City Council may direct the Social Service Subcommittee of the Budget Committee to reconvene to review this and other applications for grant funds.

Mayor LaMear confirmed the Warming Center had not yet completed an application. She asked if the Warming Center had considered partnering with Clatsop Community Action (CCA), as suggested by City Council. Director Brooks stated CCA is one of several 501(c)(3) organizations on the list of potential partners that was provided to the Warming Center. She confirmed the Warming Center understood the organization cannot be a religious organization and said she had highlighted the organizations that would not likely meet the City's criteria.

Councilor Herzig noted grants were being allocated to some agencies in two disbursements, with each disbursement equaling half of the total grant amount. He asked if dispersing funds this way would work for certain agencies that have specific projects that need the full amount.

Director Brooks explained funds have been dispersed this way in the past and Staff lays out the disbursement schedule in the distribution letter so that agencies know what to expect. She confirmed for Councilor Herzig that the Finance Committee could consider dispersing the full amount if it were needed to initiate a project.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to approve disbursement of the approved grants, as recommended by the sub-committee, and contained in the FY2015-16 adopted budget, utilizing the attached disbursement letter. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(d): Intergovernmental Agreement with Clatsop Community College regarding 16th Street CSO Separation Project (Public Works)

During the design phase of the 15th Street CSO Project in September 2014, the City began coordinating with Clatsop Community College (CCC) regarding construction activities and the timeline of work adjacent to the college campus, particularly on 15th Street between Jerome and Lexington Avenues. In November 2014, voters passed a bond that secured funding for CCC to redevelop the existing Patriot Hall located adjacent to 15th Street. CCC immediately launched the project and selected a design-build team to proceed with construction on an accelerated schedule to minimize the duration of time without the resources of Patriot Hall. The City's construction schedule for work on 15th Street between Jerome and Lexington was anticipated to occur between mid-August and mid-September 2015. This timeline was originally thought to work well with CCC since classes are not in session during this period; however, demolition of Patriot Hall was recently scheduled for this timeslot and this requires equipment and material staging within the 16th Street right-of-way. Due to the nature of work and aggressive construction schedule, it would be cost prohibitive for CCC to suspend work on Patriot Hall to allow the City's contractor to complete work within the right-of-way.

City and CCC representatives met to consider various alternatives and determined that postponing the City's project within the 16th Street right-of-way would be the most cost effective and logistically favorable option. CCC has agreed to pay for the increased cost to the City's project for remobilizing the construction crew and equipment back to the site in spring/summer 2016. The City has formally requested that Emery postpone the

work on 16th Street between Jerome and Lexington until spring/summer 2016 and the company has agreed to do so. Due to the nature of this work, Emery requested that all work on 16th Street be postponed to next year. The City granted Emery's request. The estimated cost for this change is \$49,000 for remobilization. An Intergovernmental Agreement (IGA) formalizes the conditions of this arrangement. The City Attorney has reviewed the IGA and approved as to form. It is recommended that the City Council authorize the Intergovernmental Agreement with Clatsop Community College to delay construction on 16th Street until spring/summer 2016.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill to authorize the Intergovernmental Agreement with Clatsop Community College to delay construction on 16th Street until spring/summer 2016. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(e): Purchase of New Ladder Truck (Finance/Fire)

Since January, 2013, approximately \$45,000 has been spent on repairs to City of Astoria Fire Department Ladder Truck 2541, in order to assure it can reliably and safely continue responding to calls for service. Based on information provided by Fire Chief Ted Ames regarding the continued need for repairs and the truck's advanced age of 27 years, the Astoria City Council has determined the need for replacing the ladder truck. During Budget Committee meetings in spring of 2015, a decision was made to transfer \$500,000, from the General Fund to the Capital Improvement Fund as a down payment on a lease/option to purchase a replacement ladder truck. A lease purchase comes with the added leasing costs and interest on the unpaid balance for the life of the lease.

After review of draft financial statements for Fiscal Year 2014/15, the ending General Fund balance exceeded the anticipated amount of \$2,500,000, budgeted for beginning fund balance for Fiscal Year 2015/16 by \$500,000. The additional funds are the result of several key vacancies and expenses budgeted but unexpended. It should be noted, this is a one-time situation, which would not be sustainable for additional operation expense, but which is suited to purchase identified critical equipment and avoid financing costs.

The City has received a proposal for an Arrow XT 105' Aerial Ladder Truck at the price of \$937,811. With the \$500,000 transfer already approved, the balance remaining would be \$437,811. There may be discounts available, which staff will report when the purchase details are finalized. The City entered into a contract with Houston Galveston Area Council (HGAC) in November, 2014. HGAC is an interstate cooperative procurement agency, which administers contracts between member jurisdictions and member manufacturers. The Pierce Manufacturing Company is a member manufacturer. Membership in HGAC allows the City to enter into a contract for the purchase of the ladder truck with HGAC serving as the administrating contract agency. Staff recommends entering into a contract with Pierce Manufacturing for purchase of a new Ladder Truck, facilitated by the HGAC membership. Use of this contract meets Oregon procurement standards as long as the City issues the seven day notice of intent to award.

To anticipate punch list items, staff proposes making an additional transfer from the General Fund to the Capital Improvement Fund of \$450,000, for a total of \$950,000 needed to pay for the ladder truck. The budget was compiled to provide a fiscally sound contingency for unforeseen expenditures. Since the beginning fund balance is more than anticipated, this proposal does not reduce the Fiscal Year 2015-16 budgeted contingency. This memo was developed to obtain Council direction for the negotiation and final procurement. It is recommended that Council approve the purchase of a new replacement ladder truck.

Councilor Nemlowill asked if the Budget Committee would need to reconvene to consider such a large expense. City Manager Estes explained that if City Council directed Staff to move forward with this purchase, a public hearing would be required to amend the budget. The public hearing would be conducted at the next City Council meeting.

Councilor Herzig noted that during the Budget Committee meetings, there were discussions about using some of the unexpected surplus to pay off some of the City's debts. He believed this was an excellent use of the surplus. No action was formalized at the Budget Committee meetings, but using the funds for a new truck would benefit the city's safety.

Councilor Price asked if Staff had calculated the savings. Chief Ames said his rough estimate was a savings of between \$45,000 and \$55,000 in discounts by purchasing instead of leasing the truck. He has asked Pierce Manufacturing to give him an exact savings calculation.

Councilor Warr asked how much interest the City would save on lease payments over the life of a lease. Chief Ames said interest on the lease payments for the pumper truck was 2.86 percent. He believed current interest rates on leases were over 3 percent, so the savings is considerable. City Manager Estes added that the discounts Chief Ames mentioned were for paying cash. Staff confirmed for Councilor Warr that the real savings over time totaled about \$100,000.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill to approve the purchase of a new replacement ladder truck by proceeding with steps outlined in the memorandum. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

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

Veronica Montoya, 324 38th Street, Astoria, said now that the Goonie house has been draped in blue tarps, Astoria needs another attraction. The sea lions in the middle of the city bring carloads of tourists daily and she believed tourism would benefit from advertising the sea lions. Many tourists do not realize the sea lions are here and stumble upon them. She sees hundreds of tourists daily from her home, and on some three-day weekends there are thousands of tourists. The tourists love to watch the sea lions swim, bask in the sun, and view them so closely in their native habitat. The sea lions are a huge economic draw to Astoria and local businesses should embrace them instead of complaining about them. The cultural violence unleashed on the sea lions needs to stop. The Port of Astoria should not be making money by renting public space to the Oregon Department of Fish and Wildlife (ODFW) to trap and brand the sea lions while supporting liquefied natural gas (LNG), clear cuts, horizontal forests, and fungicides. The Port claims they love the fish and blame the sea lions. This disturbs the peace in her neighborhood. The Port acting as a landlord does nothing to ensure residents and people who moor in the East End Mooring Basin do not abuse the sea lions at night. People throw beer bottles and shoot at the sea lions with marbles and guns or allow their dogs to scare the sea lions off the docks. Some of the fishermen that live on their boats can live at peace with the sea lions, but others should not be allowed in. This disrupts the peace of her entire neighborhood, day and night. People inflicting pain on the sea lions are at fault, not the animals. The sea lions are protected animals and wildlife viewing is on the rise in Oregon. Astoria needs to install cameras in the basin to stop this from happening. The Port and ODFW hazes these animals off the dock for no reason, even when there are no boats on the dock. This is when the animals make distressed sounds. The Port also removed a dock that was given to the sea lions. Treating these animals so cruel in front of hundreds of people is not a feel good story and not what Astoria wants to be remembered by. The community can come together, do much better, and win the guests over with compassion, tolerance, and generosity, not with hate and violence. Visitors want to see Astoria as a safe place for sea lions to rest and a place to bring their friends and families for years to come. Sea lions are protected by the Marine Mammal Protection Act (MMPA) and upholding this act may save the city from LNG. The MMPA helped prevent the Navy from killing thousands of marine mammals in the Pacific Ocean with sonar testing. LNG cannot be located next to a sea lion sanctuary. Because she lives right next to the basin, she sees the sea lions get hazed every day. The sea lions go from completely quiet to hysterical, which disrupts the entire neighborhood. It is not fair that the Port is allowed to do this right in the middle of the city where the visitors come to see the animals. Constant disturbing and branding of animals in the basin should not be allowed. The Port is profiting from this, which she believed was a disservice to the city.

Dulcye Taylor, 1287 Commercial, Astoria, announced the Pacific Northwest Brew Cup, hosted by the Astoria Downtown Historic District Association (ADHDA), was scheduled for September 24 – 26. The family friendly event is open to the public and will include games, music, food, and more than 41 beers from the region. Parking will be available on the east side of the Maritime Museum parking lot. Brew Cup attendees must stay on the east side of the lot until 4:00 pm. A partial schedule of events is as follows:

- Friday, Sept. 24th – Brewer's Reception
- Saturday, Sept. 25th – Brewer's Breakfast (9:00 to 11:00 am)
- Sunday, Sept 26th – Growler Fill Sunday

Guests from Australia will go on a walk-about with City Staff and attend the breakfast on Saturday. These guests have shipped some Australian beers to Astoria for the event. Astoria is the first stop on their tour of the Pacific Northwest. The breakfast will be at Baked Alaska and this is the first year the Brew Cup will serve pizza for breakfast. She announced the ADHDA will attend the Oregon Main Street Conference on October 7 – 9 in The

Dalles. The public is invited to attend. The ADHDA's website provides information about the Brew Cup and registration for the Main Street Conference. Last year, the ADHDA won four awards at the conference. The conference will include breakout sessions, an excellent keynote speaker, and it is a great opportunity to meet people from around the state. Mayor LaMear, Councilor Price, and Councilor Herzig attended the conference when it was held in Astoria.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:09 pm to reconvene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

ASTORIA PLANNING COMMISSION WORK SESSION

Astoria City Hall
September 1, 2015

CALL TO ORDER:

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

ROLL CALL:

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

Staff Present: Community Development Director Kevin Cronin, Special Projects Planner Rosemary Johnson, and Consultant Matt Hastie, Angelo Planning Group. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

NEW BUSINESS:

Item 3(a): Riverfront Vision Plan – Neighborhood Greenway Area

Planner Johnson explained this was the first work session to discuss the Neighborhood Greenway Area of the Riverfront Vision Plan. She gave a brief overview of the Plan, describing the location and boundaries of the Neighborhood Greenway area, and noted that the Plan was now being implemented into the City's Development Code and Comprehensive Plan. This work session would include an overview of the Code amendment process, as well as a review of the goals, the issues based on the goals, the Town Hall meeting held on August 20, 2015, and key issues and options for the Neighborhood Greenway Area. After input from the public and Planning Commission, staff will take guidance from the Commission on several options.

Matt Hastie, Angelo Planning Group, said several things, such as transportation projects, are necessary to implement the Riverfront Vision Plan. However, the Planning Commission would only focus on the elements of the Plan that could be implemented through the Development Code. He reviewed the goals and objectives identified for the Neighborhood Greenway Area in the Plan. He and Planner Johnson gave a PowerPoint presentation on the preliminary recommendations for the Code amendments necessary to implement the Plan in a way that would meet those goals and objectives. During the presentation, Staff posed the following questions for the Commission to consider:

1. Should residential accessory structures larger than a 1-car garage (14-feet by 20-feet, 280 square feet) require review or be allowed with no design review?
2. Should design guidelines, standards, or a combination of guidelines and standards be implemented? Design guidelines would have to be reviewed and approved by the Design Review Committee. Standards could be approved administratively if all standards were being met.
3. Should design guidelines and/or standards be implemented for non-residential structures? Standards would require a strict but simple process. Guidelines would allow more flexibility, but require the design review process. If both were implemented, a review would be required when standards are not met. Should the Code include standards and/or guidelines for roof designs?

Staff detailed next steps as follows:

- Continue to receive public feedback.
- Revise the draft Code amendments based on feedback from the public and the Planning Commission.
- Discuss revisions at the Planning Commission Work Session scheduled for September 16, 2015.
- Update amendments based on direction from the Commission given at the next work session.
- Schedule public hearings with the Planning Commission and City Council in October and November.

President Pearson invited public comments.

Michael Zametkin, 373 47th Street, Astoria, said everyone who was at the meeting attended because they love Alderbrook. The neighborhood has been described as having a small town charm and quirky vibe. He chose to live in Alderbrook for its affordability and location, which allowed him to create pottery, pursue his craft, and raise

his family without intrusive government interventions. He has lived in Alderbrook for more than 40 years and does not plan to move. Most of the people in the neighborhood mind their own business and help each other when they can. Each person has a right to their own way and individual pursuit of their own happiness. Alderbrook has been allowed to develop relatively unmolested from unnecessary rules, regulations, zoning, land use ordinances, and arbitrary City officials. The zoning does not need to be changed from A-3 to A-4 and the neighborhood does not need accessory structure ordinances or multi-family development standards. Imposing design standards that regulate the type, shape, and style of windows, and regulate roofs and exterior siding are excessive interventions into an individual's property rights. Alderbrook has become what it is today because these rules and ordinances never existed. The neighborhood has a live and let live spirit. Building codes are necessary and important because individual and public safety is involved. However, design codes have nothing to do with safety and everything to do with one's personal aesthetic taste. Taste is individual, in the eye of the beholder. He believed each person had a right to use their own property as they choose, as long as building safety codes and general zoning ordinances are respected.

Mike Abrams, 4880 Ash Street, Astoria, said he is the third generation of his family to live in Alderbrook. He asked the City to just leave the neighborhood alone because it is fine the way it is. The waterfront area is a tidal marsh zone, which goes dry twice a day, so no marina could be built. None of the old fishing docks and boat ways are left along the working waterfront because Mother Nature has destroyed them. The residents love the area. In the early 1990s, the neighborhood was rezoned from Marine Industrial to a neighborhood zone, so the working waterfront was taken away. Oregon owns everything under the water, so any overwater development will owe rent. There are already many rules in place for the area. He asked that Alderbrook be left alone.

Ken Adee, 5275 Ash Street, Astoria, said he agreed with Mr. Zametkin and Mr. Abrams. He wanted the area to be kept the way it is. He believed there was consensus at the Town Hall meeting of residents that like Alderbrook the way it is and do not want it to change. He requested the area between the sewage lagoon and the Alderbrook lagoon be rezoned from Institutional to S-5, Natural Shoreline. He believed the S-5 zone was more in keeping with the use of the property. He spends a lot of time in this area of the River Walk and has spoken to many people who say they go to this area because it is natural, peaceful, has a large green area, provides bird watching, and access to the water. These uses are important in this area. He was most concerned with the waterfront and natural areas of Alderbrook and has been working with the City and watershed association to reduce invasive plants and reintroduce native plants. Any docks built over the water would not be useful because the marsh is dry most of the time. He asked the Planning Commission to keep the area the way it is.

Marty Palmer, 5323 Ash Street, Astoria, believed Staff said at the Town Hall meeting that no changes would be made to the A-3 zone because the zoning protected the natural area. Now, Staff is saying the zone might be changed to A-4, which means uses will be more restricted. He questioned what Alderbrook had to do with the River Walk, noting that the two areas are about a ½ mile apart. He did not believe carnival rides or hot dog stands would be developed and wanted to know the purpose behind the proposed developmental changes to Alderbrook compared to the function of the River Walk. The River Walk is a pleasant place that is well maintained for walking. He asked what the purpose or vision was for the green area at the end of the River Walk. He believed the Institutional zone was part of a land grant and had limited uses. It is obvious that Alderbrook residents are happy and content with what they have, which includes multiple cultural structures. Therefore, the City cannot make a code that requires a certain roof pitch or material. The recommendations state there should not be any changes to residential development. However, he was concerned about the developmental issues and asked what was being developed and where. These Code amendments are being made for a reason, but the residents do not see the reason. He wanted to know what development would be coming to the neighborhood in the future. The neighborhood is not seeing the reason for all of these changes. The River Walk is a ½ mile from Alderbrook and he wanted to know why the City believed the River Walk impacted Alderbrook so substantially at this point.

Josie Peper, 5276 Ash Street, Astoria, believed the City should be more protective of the Institutional zoned area by changing the zoning to something more conservative. She also believed the City should figure out what to call the area. Director Cosby referred to it as the Astoria Natural Area, Planner Johnson referred to it as the Alderbrook Lagoon Park or Beach, some people call it Stinky Beach, and others call it Pretty Beach. The zoning should be changed to something that goes along with the wording in the Comprehensive Plan and Riverfront Vision Plan.

Staff responded to public comments about the Institutional Zone and the S-5, Natural Shoreland zone. The Institutional Zone includes the college campus, City facilities, and parks. The public uses allowed within the zone

have slightly different and more flexible standards than the public/semi-public uses allowed in residential zones, which require a conditional use permit. Staff had no intentions of relocating or expanding the sewage treatment plant and the park would remain a park. The recommended Code amendments are for the approximate 22 parcels that could be redeveloped. The City does not have any plans to do anything different with the Institutional Zone. Staff would need to review the uses allowed in the S-5, Natural Shoreland zone because some of the desired amenities for this area, like a walking trail, bridges, or restrooms, would be included in the Parks Master Plan.

Josie Peper, 5276 Ash Street, Astoria, understood the City had previously proposed to install windmills in the area. She was concerned about development like windmills or a dog park and asked if there was a way to create an overlay zone to further restrict uses.

Planner Johnson explained the Neighborhood Greenway Area is an overlay that would apply to the Institutional Zone, which includes the park.

Commissioner Easom said the entire area between 39th and 45th Streets appeared to be undeveloped and he wanted to know who owned the property.

Planner Johnson said properties from 39th to 41st Street include condominiums and the Astoria Business Park. The western edge of Alderbrook Lagoon includes a City-owned parcel and part of the River Trail. At about 43rd Street and up to 45th Street, there are a few houses on the south side of the river. She used a map to show the exact locations of each property in the area, noting that the City owns most of the rights to the areas over the water. She referred to Page 5 of the agenda packet, which showed parcels owned by the City and the Division of State Lands. Upland property owners have the first rights of refusal to use the parcels owned by the Division of State Lands. Very few overwater properties in this area are owned privately. She noted the condominiums and business park are within the Civic Greenway Area, as the Neighborhood Greenway Area only extends to 41st Street on its western edge.

In response to a question about whether these code amendments were necessary for the City to move forward with some planned developments, Mr. Hastie confirmed nothing had been planned. The City does not intend to develop any structures in the area. These Code amendments are necessary to implement the Riverfront Vision Plan. Current standards for overwater development in this area allow 20-foot tall structures in the A-3 zones. The recommendations in the Plan suggest open views and vistas should be maintained. Therefore, Staff is recommending additional future buildings not be allowed over the water unless they are bank height or lower. Recommended landscaping provisions are also intended to keep areas open, maintain views of green areas, and keep the area natural. The Plan indicated people like the area just the way it is, so Staff has refrained from recommending any new standards for most of the existing development. Standards recommended for larger or nonresidential development are intended to maintain the character of the neighborhood. He believed most of the recommendations would maintain the area as is.

In response to the comment about the River Trail being a ½ mile from Alderbrook, Mr. Hastie explained that the Riverfront Vision planning process from 2005 to 2007 considered the entire area between the highway and the pier head line, which includes areas over the water, the River Trail, and the residential neighborhood.

Vice President Innes reiterated that the design standards would only apply to windows and roofs on new non-residential structures of a certain size. Planner Johnson added the structures would include buildings like churches, schools, and daycare centers. Staff is not suggesting any design review of residential structures and the standards for accessory structures are very basic.

Commissioner Easom asked what prompted the recommendations for accessory structures. Planner Johnson explained that several years ago, the City received a request for a garage/pole barn in Alderbrook. The accessory structure would be larger than the residential structure. Neighbors tried to work out the issues amongst themselves, as is typical in Alderbrook. However, the property owner built the pole barn, which he had the right to do. Residents in Alderbrook did not want new restrictions on their properties, but they did not want large pole barns in the neighborhood either. Staff reviewed possible Code amendments to address the size and scale of accessory structure, but chose not to pursue implementation at that time. Staff is proposing these standards now to protect the character of Alderbrook from intrusive and large development. However, the Riverfront Vision Plan does not specifically address accessory structures.

Commissioner Mitchell said the visioning process does not help the City at all unless the zoning is changed. She believed this concept was difficult to understand. People like the views as they see them today and assume it will continue because everyone agrees they enjoy the views. However, a developer can build whatever the zoning allows. Staff cannot refer to the Riverfront Vision Plan just because it says nice things. This was an issue during implementation of the Bridge Vista Area. She was sure many people believed the City had sold them out. However, the City actually removed much of what had been allowed. It can be very difficult to understand that sometimes, Code amendments are necessary to prevent things from happening. Alderbrook is a wonderful neighborhood with a distinctive character. The traffic needs to slow down and the City should consider a way to prevent people from getting lost in the neighborhood. These recommendations will put in place the codes necessary to retain the character of the neighborhood and protect the neighborhood from inappropriate development.

Mr. Hastie agreed and said the intent is to restrict what could occur and maintain the existing character, more so in this area than in any other area along the riverfront. Staff is trying to limit the types of uses that would have further regulation. Most of the area consists of single-family and two-family homes and Staff is not recommending additional regulations to those uses.

The Planning Commission discussed the proposed Code amendments and Staff's questions. They provided feedback and responded to Staff's questions with the following key comments:

- Change the A-3 zone to A-4, as recommended.
- No overwater standards were necessary; the A-4 zone with the top of bank height limitation would limit height and width of structures.
- After some discussion of the current standards and uses for accessory structures, the Commission decided to eliminate proposed Code amendments for accessory structures. Staff will discuss residential use of accessory structures as they relate to the housing study with City Council on September 14.
- Commissioners agreed that non-residential structure designs should be reviewed after discussing design review in other R-2 zones in the City.
 - Staff noted that State law requires clear and objective standards for multi-family housing, but alternative design guidelines with a review could be offered as well. Staff explained how standards are reviewed differently from guidelines, noting that the Commission could implement both, and discussed standards versus guidelines in other areas of the City.
 - Commissioner Eason wanted to hear from the public. Staff, Commissioners, and the audience discussed current regulations for multi-family structures. President Pearson explained the design review process, confirming it was thorough.
 - The Commission decided to implement guidelines for non-residential structures. Multi-family structures should have standards, per State law, and guidelines as an option.
- On non-residential structures, roofing materials should be included in the guidelines and standards, and roof pitch should be similar to adjacent properties.
- Commissioners had no comments on the proposed landscaping guidelines for future development.

President Pearson confirmed there would be no more public comments at this meeting. However, there would be an opportunity for the public to give comments at the next public hearing.

Staff confirmed the Town Hall meeting, public comments at this meeting, and feedback from Commissioners resulted in clear direction for revising the Code amendments. Revisions would be presented in a work session at the end of the Planning Commission meeting on September 16, 2015, which starts at 6:30 pm. The public hearing is scheduled for October 27, 2015. Staff will continue to accept public comments throughout the process, but the hearing in October will be the last opportunity for the public to give the Planning Commission input.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:04 pm.

APPROVED:

Community Development Director

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
September 16, 2015

CALL TO ORDER:

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

ROLL CALL:

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

Commissioners Excused: Jan Mitchell

Staff Present: Interim Planner Mike Morgan, Special Projects Planner Rosemary Johnson, Community Development Director Kevin Cronin, Parks Director Angela Cosby, Police Chief Brad Johnston, City Attorney Blair Henningsgaard, and Consultant Matt Hastie, Angelo Planning Group. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Pearson noted there were no minutes to approve for the July 28, 2015 meeting.

PUBLIC HEARINGS:

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

ITEM 4(a):

CU15-02 Conditional Use CU15-02 by Frank Linza to operate a bed and breakfast in an existing single family dwelling at 364 Floral in the R-3, High Density Residential zone. This item was continued from the August 25, 2015 meeting.

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

Commissioner Fitzpatrick declared he had spoken with a couple of the Applicant's neighbors. He explained to the neighbors that he was unable to discuss this matter, but they shared their concerns.

President Pearson asked Staff to present the Staff report and make a recommendation.

Interim Planner Morgan reviewed the written Staff report. Additional information was received after the Staff report had been published. This information was available at the dais and for the audience. City Attorney Henningsgaard added that he had received information earlier that day indicating Mr. Linza was currently using the residence as a rental house. The house is advertised through VRBO as an independent rental house, not an owner occupied bed and breakfast. It has been rented as recently as last week and it appears that the owner intends to use the house as a transient rental facility. President Pearson confirmed the Commission had received correspondence on this application.

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

Frank Linza, 364 Floral Street, Astoria, clarified that while he did advertise on VRBO, the advertisement clearly states the house is a lodging and that the owner is on premises. The City has already approved a lodging permit for two rooms and he just wants to add one more room in the downstairs. Both rooms have been occupied for

the last two months. He has been able to acquire the property at 376 Floral Street, which has covered parking. He plans on using 376 Floral for assigned parking for his bed and breakfast guests, which will eliminate any traffic. Right now, he plans on only one car on the premises, at the most. The fences have been moved back away from the curb to allow emergency vehicle access. He and his wife believe they have completely solved the traffic problems and relieved the burden on their neighbors. He was unsure how much more he could do because there is no traffic issue in the area now. The purchase of the new property just fell into his lap and it is the perfect solution to the problems expressed at the last Planning Commission meeting. He wants to make the house a quiet little bed and breakfast at the end of a street and the new parking will help him achieve this. He believed he had fulfilled the City's requirements and made the street safer for his neighbors. His guests receive a welcome letter that specifically states Floral Street is a quiet, family-run community and requests guests drive a maximum of 10 miles per hour and watch for children. He is trying to make the area safe for everyone and wants the bed and breakfast to provide an enjoyable experience that Astoria can be proud of. The house has a European feel and he believed Astoria could be proud of it.

President Pearson called for any testimony in favor of the application.

Cherry Chadney, 350 Floral Street, Astoria, said she and her husband have lived in the last house on the street for about five years. She understood there had been a lot of discussion about turning around in front of the houses being discussed. The end of the street is the turn-around. She and her husband have done a lot to widen the area so that large trash trucks can turn around. However, in the last two years, a smaller trash truck has been coming to the neighborhood because it was so difficult for the larger truck to turn around. Cement trucks, UPS trucks, and fire trucks are able to turn around. She had opposed renting the house because every other rental on the street has messes in front of the houses, kids that run out into the street, and the houses are not maintained. When 364 Floral was rented, there were up to eight cars parked along the street. Cars would park all the way down to her house and in front of her neighbor's house. Her neighbor had to call the owner to request the cars be moved. In the last two months, 364 Floral has been so quiet and she was impressed with what the Linza's had done to fix the property and provide off-street parking. Rental houses lower the values of properties in a neighborhood because owners cannot control the types of people who rent their houses. But, a bed and breakfast can be controlled. She supported the application.

President Pearson called for any testimony impartial to the application. Hearing none, he called for any testimony opposed to the application.

Thomas Gill, 407 Floral Street, Astoria, said as an educator, he was familiar with a MacGuffin, which he defined as an object, event or character in a film or story that serves to set and keep the plot in motion despite usually lacking intrinsic importance. Many students learn to use the MacGuffin principle to distract instructors from fundamental shortcomings in their work by inserting intentional and obvious errors that divert the teacher's attention from the important inadequacies of the work. He believed in this application, the parking issues have become the MacGuffin, distracting the Commission from weighing more substantial shortcomings in the application for a Conditional Use as a bed and breakfast. Section 11.030(a)(2) of the Development Code requires an adequate site layout be used for transportation activities, with consideration given to the suitability of access points. He noted the word 'points' is plural, but the street only has one access point, the one-way street from Alameda near the end of the road. There is no other point of access. On site drives are probably suitable for the current permitted use. While the Applicant is trying to address the parking issues, the new parking solution will require renters to walk 50 feet on a roadway without sidewalks to their destination. This parking is not adjacent to the facility, which is a safety problem. He believed the Planning Commission had already heard testimony on access points for the disposal and collection of refuse. The large trucks will no longer use the entire road. The nearest sidewalk is several hundred yards to the southwest and there are no bike paths close to the property. The nearest bike path is about 200 feet above Marine Drive and involves the negotiation of a significant hill. The bus runs 200 vertical feet below the property and is only reachable by circuitous routes. The Code says suitability should be determined by the potential impact of these facilities on safety, traffic flow and control, and emergency vehicle movements. However, the bed and breakfast will have a delirious effect on safety. The Planning Commission has heard testimony about the frequency of small children in the street, especially in the vicinity of the S curve at the 400 block of Floral. More children can be expected as the neighborhood changes and elderly residents sell or rent to young families. The narrowness of the road requires one of two vehicles driving toward each other to pause while the other passes. This is of special significance for emergency vehicles. Those who live or walk their dogs within the 300 block of Floral are aware of the microclimate that causes part of the street to frost over long before other parts of the street and other streets in the city. When frost occurs,

residents often park in the 400 block of Floral and walk the shoulder to get home. Leaving during frost is often treacherous and the City treats this part of the street last or not at all. Safety, traffic flow and control, and emergency vehicle movements are affected by placing a bed and breakfast near the end of a narrow dead end road, leaving only a single egress. There are no other outlets, not even an established footpath. In 2007, a large maple tree fell across Floral just west of 276 Floral and vehicles to the east were trapped for several days. Walking required climbing over or under the trunk of the tree. Section 11.30(a)(4) requires topography, soil, and other physical characteristics of the site be adequate for the use. A determination by the City Engineer, and engineering or geological study by a qualified individual might be required prior to construction. The Staff report indicates no exterior construction has been proposed as part of this request. However, the application for the Conditional Use permit was not responsive to this and most of the conditions listed in the Staff report. He did not understand where Staff would get the idea that nothing else had been planned. After the last public hearing, the Applicant constructed exterior amenities to the property. He wanted to know why the application was being considered when it is not completely responsive. He asked the Planning Commission to consider the deficiencies in meeting the criteria for this conditional use in their entirety and find that the proposal does not conform to the conditions required by the ordinances. He confirmed for Commissioner Fitzpatrick that he had lived on Floral for about 10 years.

Thomas Stanley, 416 Floral, Astoria, said Mr. Linza had done a beautiful job on both of his houses. The houses were in bad shape when Mr. Linza purchased them and he has turned them into lovely cottages. Mr. Linza is truly a craftsman. He did not oppose bed and breakfasts, vacation rentals, hotels, motels, campgrounds, or anything necessary to bring visitors into Astoria. The town is growing with tourism and Astoria needs places for the visitors to stay. However, the community needs these places to be in appropriate areas and the Planning Commission must decide what areas are appropriate for bed and breakfasts. He questioned whether Floral Street was an appropriate location for a vacation rental. The testimonies, letters, emails, and petitions have given the Planning Commission an idea of how the neighbors in the area feel. He was concerned about traffic and children. Most people do not spend much time in their hotel or bed and breakfast rooms when on vacation. This means people are coming and going, which adds additional traffic. Floral is already a crowded street and vacationers are not familiar with the neighborhood or aware of the children playing in and out of the streets. A person goes on vacation to have a good time. A visitor might go back to the room to get ready for dinner and maybe have a couple of cocktails. Then, there could be children playing near the S curve on the way down Floral towards Alameda. This is an unnecessary risk to the people who live on Floral Street. He showed a photograph to the Commissioners of chalk art done by the kids who live on Floral. The photograph shows the flavor of the neighborhood. He hoped the Commission would consider this application for its appropriateness of Floral Street. Parking is not the only issue.

Karen Gill, 407 Floral, Astoria, said the application for the bed and breakfast states Mr. Linza has an owner-occupied single family home. At the last hearing, Mr. Linza had said he lived in the blue house and his wife lived in the basement of the red house, or vice versa. She came to the first public hearing in August to get information because she does not know much about bed and breakfasts, except that she likes to stay in them. She knew Mr. Linza had changed his mind sometime during the summer from renting the red house to using it as a bed and breakfast. She had heard from neighbors that there were some concerns about the proposal and she signed a petition not to oppose the proposal, but for clarification about what was happening. During the last nine years, she has walked to the end of Floral at least three times a day with her dog. She has met all of her neighbors and their dogs. She has visited Mr. Linza often as he worked on both of his houses. Information he shared during these visits did not ring true to what she heard him say at the last hearing. She wanted to speak with Mr. Linza about her concerns, but he has not been home during her walks. During her walk on Sunday morning, she noticed he had guests in the red house and he was in the blue house. However, it was too early for her to knock on his door, so she returned after church. The guests were still in the red house but no one was at the blue house. Mr. Linza was not there on Sunday evening, Monday morning, or at noon on Monday. The guest with the motorcycle was at the red house until after her Monday morning visit. On Monday morning, she spoke with Planner Morgan about the definition of owner-occupied. He had clarified the ordinance states owner or manager occupied and that occupied meant the house is a person's permanent residence. For months, as she has walked past, she has seen that when there are guests in the red house, Mr. Linza comes out of the blue house to say hello. She has never seen Mr. or Mrs. Linza come out of the red house while there are guests. An internet search using Google shows Mr. Linza's business contact information is a property in Oregon City and does include the address of his Astoria residence. If the ordinance means the owner must have this address as their permanent address, there must be a misunderstanding on Mr. Linza's part regarding what owner or manager occupied means or he is not being honest regarding his purpose. While preparing the two-bedroom red house

for the bed and breakfast, Mr. Linza told her Mrs. Linza was making sure it met the high standards they set for the vacation rental property they also own in Bend. Now, it appears the Linzas have acquired another property. She was curious about the purpose, in addition to parking, of that property. The letter from Mr. Linza states future parking spaces for 367 Floral will be built working with the City Engineers and erosion control to properly provide additional off-street parking. At the last hearing, Mr. Linza said he would investigate the use of City owned property and/or the vacated street at the end of Floral for parking. If it is possible for Mr. Linza or anyone else to use the property and/or street for parking, all of the residents on Floral should be notified by the City and be given the same opportunity to bid for leasing or owning the property and street. After the last hearing, Mrs. Linza told her she was disappointed in the outcome of the hearing and she told Mrs. Linza she was concerned that Floral would turn into a Cannon Beach-like street full of vacation rental properties. That morning, a neighbor showed her the Linza's advertisement for the red house on VRBO. Their home is listed as a vacation rental home, not a bed and breakfast. The calendar on the VRBO website allows guests to book the home at least one year out for two days or longer. Up to seven guests are allowed in the house. She was concerned about this for many reasons. She was unsure if it was legal for the house to be listed as a vacation rental. The advertisement ironically states the home is at the end of a quiet, dead end road with only local traffic. She found it interesting that the home being advertised is bringing the traffic that disturbs the quietness of the street for local residents that do not want extra traffic. Many of her other concerns have already been addressed by others. Floral is a beautiful street and every house has a view of the river. The homes were built by workers in Uniontown and Astoria. Children who live on the street or visit grandparents that live on the street swing on a rope swing down the hill, play on a swing set built by neighbors above her house, and skateboard on the winding, narrow road. Many people in the neighborhood still work in Astoria. The neighborhood is a small community of people who borrow sugar, share plants, sorrow in death, and help in times of sickness. They enjoy seeing eagles fly and new fawns born each spring. The Planning Commission had photographs of a party she had several years ago. She had entered a Breyers contest for the best neighborhood in America and her story about Floral Street won. The Federal Express Truck delivered ice cream for 100 people. Residents of Floral Street work in Astoria, serve in civic organizations, churches, the art community, and volunteer for the cruise ships, radio station, the Flavel House, and the Trolley. All of the residents want to do their best to make the community great. She asked the Planning Commission to consider keeping Floral as Astoria owned and rented as possible.

Ellen Levy, 420 Floral Street, Astoria, said she has lived on Floral for 12 ½ years. She was concerned about traffic. She shares a driveway with Mr. Stanley and their visibility is severely limited by a high retaining wall. Their first sight of traffic coming from the east end of Floral is when they are at the street. Tourists barrel down the street. On her way home at about 6 pm or 7 pm Saturday night, a car with bikes came barreling down the street. The egress was blocked by her car, but she had the right of way and the car just came charging down. This has been going on with people who are unfamiliar with the street. When making a turn from Alameda, it is not possible to see what is coming from the east on Floral. People drive way too fast. There is only one lane plus a foot or two because the people on the west side of the S curve park up to five cars on the street. Someone will really get hurt one day. She has seen enough fender benders when drivers are not careful. No one parks on the inner part of the S curve, but if a car is not in first gear during frost or a driver does not know how to drive on ice, the car will sail straight down into the river. The street has black ice all of the time in the winter. She was worried about the traffic, the extra unneeded traffic, and drivers who are unfamiliar with the area and do not know they need to slow down. On the S curves, it is not possible to see deer or mothers with their children coming down the street. When the fire inspector came to the neighborhood on Sunday, no one was on the street. She asked the Planning Commission to keep this in mind when they read the fire inspector's report. She was concerned about the control of bed and breakfasts versus long-term rentals. Managers seem to have a grip on doing background checks on long-term renters, which is necessary for the stability of the neighborhood. She did not want transients turning over every two nights. She did not understand what control of the renters was about. She asked if Mr. Linza's newly acquired property at 376 Floral would be another bed and breakfast. She had heard both of his other properties were going to become bed and breakfasts and the residents at the end of Alameda want a bed and breakfast. She asked if she could turn her house into a bed and breakfast as well. She has enough parking space on her driveway and could rent out two bedrooms for some much needed additional income. She wanted to know if all of the residents could turn their homes into bed and breakfasts, or just some. The Planning Commission's decision will affect all of the residents. If the Planning Commission does for one, it must do for everybody. Everyone should have the option to get the City owned land at the end of the block. She was fine with long-term rentals because the renter will be a person in the neighborhood. Neighbors get together for ice cream socials, picnics, and barbeques and the neighborhood does not want to be part of Motel Row. If the residents are going to be on Motel Row, they should all be allowed to have bed and breakfasts.

Cheryl Allen, 368 Floral, Astoria, said she has owned her house since 1994 and lives directly adjacent to one of Mr. Linza's houses. Mr. Linza had stated the house was a party house before he owned it. However, the residents were teachers and radiologists who were well mannered. There were parking issues, but those issues did not measure up to the parking problems of this last summer. The large garbage truck turns around on Elsie, which is directly across from her entry. The garbage truck almost took out her garbage can when the driver made an eight point turn. The impact on her has been completely negative. Mr. Linza did an outstanding job when he first came to the neighborhood by cleaning up the fire hazard in the neighborhood. The house was going to be a retirement house, but at some point that changed. Over the weekend, the motorcycle remained at the house while everyone was gone. She did not understand how someone could live in a house full time and not be there. All of the other speakers have shared what she feels. She has unfinished drainage and there is a bunch of dirt and sand on her property. She feels like this is an invasion. She did not know where the City got the idea to put on its website that this application has the support of the street because the impact is completely negative. As a new grandma, she would be freaked out by people coming down the street in trucks. At the last public hearing, someone asked if every guest would be interviewed and told not to bring skiffs. She thought the property recently purchased for parking was owned by the City. City property should be sold in auction. She wanted to know if the property was a slide area. She planned to die in her house, but did not want to die early because someone does not know the street.

Jennifer Kirk, 411 Floral, Astoria, said she rents the house she lives in. She was concerned about this application because she has five children, ages six to 13. The children do not go into the yard unsupervised, but they do like to play with chalk on the sidewalk and road. Most of the neighbors know about the corner and drive by very slow. It is very difficult to drive on Floral because there is off-street parking and it only accommodates one car at a time. Guests staying at the bed and breakfast could barrel down the road, fail to see her kids, and run into them. She moved to the neighborhood because it had a dead end and it is a nice quiet neighborhood. She does not have to worry about riff-raff and it would be terrible to have to move because people barrel up and down the road all the time.

Dennis Cranston, 403 Floral, Astoria, described a scene in the movie *Short Circuit*, which was filmed on Floral Street in Astoria. In this scene, a robot goes careening down the street and crashes into garbage cans. The people who live on Floral do not have traffic issues. The people he sees coming and going all the time are generally people from out of town that are not familiar with how narrow the road is. He did not want to see the kids or the deer get hit by someone who is not familiar with the area. The scene in *Short Circuit* provides a good visual of what happens.

President Pearson called for the Applicant's rebuttal.

Mr. Linza said he believed Planner Morgan clarified the first issue right away. The City is not interested in allowing him to use their property for parking. His attempt to acquire the parking was a long shot. That property was 225 feet away, so he knew he would not be able to use the City's property for parking. His acquisition of 376 Floral will not become a bed and breakfast. People do not understand how much it takes to have a bed and breakfast. A house must be molded for people to come in. He plans to stripe the parking and use the duplex at 376 Floral, which is zoned R-3. Some speakers have claimed he is not around, however he is currently in the process of moving to Astoria. He lives in quarters underneath 364 Floral, separate from the main house. This allows his guests to use the two upstairs rooms while he occupies the basement. He believed the situation was safe. Google shows that Floral goes through and he believed his neighbors were seeing people who think they can drive through to Columbia. However, Google does not show the dead end. The majority of the traffic in the area is because of Google. He is just trying to make the area safe for everybody. He is not trying to put in a Super 8 or Holiday Inn, but just wants to minimize the number of people. For three years, he knew what it was like to have four or five people in the house and it was no fun. The bed and breakfast will minimize the amount of traffic and applicants will be screened. Several people have asked to bring their truck and fishing boats. So, he sent out a welcome letter explaining that Floral is a tiny street that cannot accommodate large trucks or fishing boats. He is just trying to keep the house a small, intimate, romantic getaway. So far, he has achieved this. He hoped people realized he was trying to do the right thing for the end of Floral. He does not want the house to return to rental space that causes parking problems and parties. He thanked the Planning Commission for listening to him on both occasions.

President Pearson closed the public hearing and called for closing comments of Staff. There were none. He called for Commission discussion and deliberation.

Commissioner Eason asked if a bed and breakfast required a permit from the City. Director Cronin explained that the business license, which is issued over the counter, allows the City to track the transient tax. The Planning Commission is being asked to grant the Conditional Use permit.

Commissioner Eason understood that based on City Attorney Henningsgaard's disclosure and the advertisement that the house is a long-term rental, meaning the Applicant was in violation of City Code. Planner Morgan said when Mr. Linza first approached the City, he explained that anyone in the R-3 zone can have up to two rooms as a home stay lodging because it is a permitted use in that zone. The advertisement on VRBO was based on this use. Home stay lodgings must be occupied by the property owner. Mr. Linza told Staff he was living in 364 Floral and that enabled him to get the occupational license for the home stay lodging. Mr. Linza has adequate parking for the residents and two spaces at 364 Floral.

Vice President Innes asked for clarification about which properties were being used for parking. Planner Morgan used a map to show that 364 Floral had two parking spaces in the driveway and two parking spaces in front of the house. He also showed the parking spaces at 368 Floral, which included two spaces between the buildings. Mr. Linza has indicated his purchase of 376 Floral will provide adequate parking for guests staying at 364 Floral if he is allowed to have three or more rental units. A bed and breakfast is defined as having between three and seven units. This proposed Conditional Use permit will allow Mr. Linza to add a third unit.

Vice President Innes confirmed that a bed and breakfast could have three to seven units and must be owner or manager occupied while a home stay must have two or less units and be owner occupied. She also confirmed that Mr. Linza has stated he lives in the basement of 364 Floral, which is the home stay property that he wants as a bed and breakfast.

Commissioner Moore asked how many parking spaces were on 376 Floral. Planner Morgan said the property had an off-street parking area with room for about four parking spaces. The building, which is partially in the right-of-way, could be converted to accommodate three parking spaces for 364 Floral. The property provides adequate parking, but it is 200 feet from 364 Floral.

Commissioner Fitzpatrick asked how many street lights were between 376 and 364 Floral. Staff confirmed street lights were not considered, but there may be one or two between the properties.

President Pearson said the parking is not the criteria he was considering. Of the criteria the Planning Commission has been asked to review, he was most concerned with Section CP 220.6, which asks if this use would be an unnecessary intrusion of incompatible uses. He believed adding one more room of lodging at this facility would overtax the neighborhood. Floral is a small dead end street with no easy turn around. Regardless of the Applicant's best intentions, it would be very difficult to ensure what vehicles come to the bed and breakfast. Adding three rooms to the space would make a large difference. Therefore, he would vote to deny the request. Even if the parking requirements are met, the bed and breakfast seems to be an incompatible use in a residential neighborhood on a narrow dead end road.

Vice President Innes agreed with President Pearson and said she planned to vote to deny the request as well.

Commissioner Eason said he planned to vote to deny the request because the Applicant has stated in his advertisement that he lives next door to the property advertised as a vacation rental.

Commissioner Spence said he drove the narrow street and it is extremely difficult to get through because of how the residents and visitors park. There is no cul-de-sac at the end of the dead end street and he had to pull into a driveway to turn around. Public safety would be difficult and traffic would be generated. Additional traffic in such a restricted area is not in the best interest of the city.

Commissioner Moore said he was not entirely convinced that there would be a huge influx of traffic. Three cars three times a day is only nine trips. He was not convinced that everyone who visits Astoria drives after two cocktails and recklessly. However, he was concerned about the parking. A visitor might be likely to squeeze their car adjacent to the house instead of parking 180 feet away, even if it crowded the street. He was also concerned about the consistency of the messages given to the Planning Commission. Mr. Linza just testified that he owned investment property at 376 Floral on one side of his house, and another one at 364 Floral on the other side of his house. This implies that Mr. Linza considers 366 Floral his home, not the bed and breakfast, which does not line

up with the rest of his message that he lives in 364 Floral. Input from the neighbors indicates this use is not consistent with the neighborhood. Therefore, he planned to vote for denial of the request.

Commissioner Fitzpatrick said all of his concerns had already been discussed by the neighbors and Commissioners. He was concerned about the parking and believed the use did not seem appropriate for the neighborhood. Therefore, he is not in favor the request.

Director Cronin said Staff would need time to write Findings that more strongly supported denial of the request based on the criteria identified by the Planning Commission. Currently, the Staff report supports denial based on parking criteria. However, the Applicant meets the parking criteria. Staff could also write conditions of approval that address impacts to the neighborhood if the Commission would like to approve the request.

Interim Planner Morgan noted the original Staff report contained Findings for denial based on the lack of width in the street. Director Cronin added that Staff would like to write Findings that address traffic concerns based on the Transportation System Plan (TSP). Staff does not have traffic counts for Floral. It would be necessary to determine the baseline and compare that to the number of trips generated in order to write Findings that support the traffic concerns. Staff would be happy to write Findings based on Comprehensive Plan policies; however, Findings based on the Development Code create a much stronger case for the City if the request is appealed to City Council and/or the Land Use Board of Appeals (LUBA).

Commissioner Spence noted Page 4, Paragraph D of the Staff report finds that the use does not comply with two Sections of the Comprehensive Plan by overtaxing the capacity of the property and neighborhood with a lack of parking and maneuvering area.

Planner Morgan advised the Planning Commission to vote on the request, pending adoption of the Findings at the next meeting. The application date was July 10, 2015, so Staff still had time to write the appropriate Findings.

President Pearson moved that the Astoria Planning Commission tentatively deny Conditional Use CU15-02 by Frank Linza, pending presentation of the Findings of Fact for denial, by Staff, seconded by Commissioner Easom. Motion passed unanimously.

ITEM 4(b):

CU15-04 Conditional Use CU15-04 by Bruce C. Jones to allow indoor family entertainment at The Armory, 1636 Exchange in the MH, Maritime Heritage zone.

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

Commissioner Fitzpatrick declared he is a founding member and Vice President on the Board of the Friends of the Astoria Armory. This is a clear conflict of interest, so he recused himself and stepped down from the dais.

Commissioner Easom declared that he knows several of the Board members and is Vice President of the Historical Society adjacent to the Armory building. However, he believed he could vote impartially.

President Pearson declared that the Applicant is a trustee of the Columbia River Maritime Museum, which is a volunteer position. However, he is an employee of the Museum. He and the Applicant have never discussed the project and he has no role in the project. Therefore, he believed he could make an impartial decision.

President Pearson asked Staff to present the Staff report and make a recommendation.

Interim Planner Morgan reviewed the written Staff report and recommended approval of the request with the conditions listed in the Staff report. The Applicant received one letter, which he would speak about during the public hearing.

Director Cronin added that he and Planner Morgan met with the Applicant on site to tour the building and grounds.

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

Bruce Jones, 455 45th Street, Astoria, President of the Friends of the Astoria Armory Board of Directors, introduced fellow Board member Dan Stein and Walt Postlewait of Craft3. In the 15 months since the Armory opened, the Friends have made great progress towards their goal of transforming the historic and long neglected Armory into a vibrant hub of community activity and entertainment that improves the quality of life for all Astorians and contributes to economic development. Strong community support and the extraordinary efforts of dedicated volunteers, one paid staff member, Board members, and Craft3 have given the Armory a new lease on life. Three weeks after receiving the keys from Craft3, the Armory held its first public event, a roller derby, attended by 500 people. The success of this event was made possible by hundreds of volunteer hours. The Armory was a United Service Organization (USO) venue that hosted Bob Hope and other big entertainers and the Board is excited to bring the Armory back to that use. Since the roller derby, the Armory has held over 175 events, including soccer practices, roller derbies family skate nights, symphony concerts, free medical clinics, free dental clinics, Goonies Central, physical fitness assessments of Clatsop Community College students, a skate park in the basement, and live bands. The Armory is trying to provide venues for community programs and activities that serve all of the diverse populations in the greater community. All of the events are done on the backs of their volunteers. In the first nine months, over 7200 hours of volunteer work allowed the Armory to host these events. This does not include the volunteer hours of the Board members. He believes the Armory has a bright future and the Board is excited about the potential to do more for the community. One day, the Armory will be a cornerstone of the downtown business community. He looks forward to formalizing the Armory's status as a community center in the Maritime Heritage zone through the approval of the Conditional Use application. He received a letter from the Clatsop County Sherriff's Office, tenant of the Lum's property located across the street from the Armory. The letter states the Sherriff's Office agrees to continue to allow guests of the Armory to use their parking lot for overflow parking during hours or after hours.

President Pearson called for any testimony in favor of the application.

Walt Postlewait, 36468 River Point Drive, Astoria, said he was speaking on behalf of Craft3, the property owner of the Armory. When Craft3 acquired the property from the Maritime Museum in June 2014, they leased it to the Friends of the Armory for two reasons. The Friends wanted to prove that the community needed the Armory as a community asset and Craft3 wanted the Friends to prove the community wanted the Armory as an asset. The Armory is a unique space. There is no other place in Clatsop County that fits the property. The variety of events held in the Armory has proven to Craft3 that the community needs it. The thousands of volunteer hours invested in the Armory have proven to Craft3 that the community wants it as well. While the Liberty Theatre is a huge asset to the community, more people have been to the Armory than the Liberty in the last 15 months. He believed the community needs and wants the Armory as an asset. He asked the Planning Commission to approve the Conditional Use permit.

Dan Stein, 16 Skyline Avenue, Astoria, said he was in favor of the Conditional Use permit and was available to answer any questions.

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

Commissioner Spence asked why the Armory was already hosting events allowed under the Conditional Use permit. He understood the permit would formalize what the Armory is doing and give it full legal status to proceed. Planner Morgan believed the Navy had filed a Conditional Use application in 1942, but Staff has not been able to find a permit in their files. Director Cronin believed the Armory has proven their concept and it is time to formalize the use so that it is legal. He had not heard any opposition, which indicated the Armory was working well in the neighborhood. If the Armory had more of an impact to the neighborhood, the Staff report would have contained many more conditions of approval for such a large event center. This could be revisited if neighborhood impacts increase in the future. But for now, Staff is impressed with the amount of work that has been done.

Commissioner Spence said he supported the request and complemented the Armory's management for doing such a great job over the last year. The Armory is a great asset to the city.

Commissioner Easom noted the Armory's most formal event was the Mayor's Ball. The Armory has had great community support and a diverse variety of events. He supported the request. The building was used as a skate center in the 1990s, but he did not know if there was a Conditional Use permit at that time, nor did he know the parking requirements.

Vice President Innes said she was in favor of the application. She has been impressed by the work of the already overtaxed volunteers who have done a wonderful job.

President Pearson agreed with Staff's recommendations. It is great to see the Armory return to its original intended use after all these years.

Commissioner Moore said he was in favor of the request.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU15-04 by Bruce C. Jones, with the conditions listed in the Staff report; seconded by Commissioner Moore. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

Commissioner Fitzpatrick returned to the dais.

Planner Morgan left the meeting.

President Pearson called for a recess at 7:56 pm. He reconvened the meeting at 8:04 pm.

The Planning Commission addressed Items 4(c) and (d) simultaneously.

ITEM 4(c):

WCF15-02 Wireless Communication Facilities WCF15-02 by Sharon Gretch, Lexcom for Verizon Wireless (VAW), LLC dba, Verizon Wireless to construct a 150' high wireless communication facility at 3850 Reservoir Road in the LR, Land Reserve zone.

ITEM 4(d):

V15-02 Variance V15-02 by Sharon Gretch, Lexcom for Verizon Wireless (VAW), LLC dba, Verizon Wireless from the maximum 45' height to construct a 150' high wireless communication facility at 3850 Reservoir Road in the LR, Land Reserve zone.

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

Commissioner Fitzpatrick declared that he has owned Verizon stock in the past and may again in the future. While he does not currently own Verizon stock, he and his wife are Verizon customers and own shares in their competitors, AT&T and Century Link. The numbers of shares he has, does, and may own are small. This will not affect his decision and he believed he could vote impartially.

Vice President Innes declared that she has a Verizon account, but this would not affect her decision.

President Pearson asked Staff to present the Staff reports.

Special Projects Planner Johnson reviewed the written Staff reports for WCF15-02 and V15-02. No correspondence had been received for either request and Staff recommended approval of both requests with the conditions listed in the Staff reports.

President Pearson opened the public hearing for WCF15-02 and V15-02 and called for a presentation by the Applicant.

Sharon Gretch, 31649 Sexton Road, Philomath OR 97370, Lexcom Development, thanked the Planning Commission for hearing the proposal. She gave a PowerPoint presentation about the proposed project, which included aerial photographs and coverage maps. She explained that with the removal of the tower at the Column, three new sites will be required to provide what the Column site was capable of. The Reservoir site is in the middle of nowhere and will be accessed from Pipeline Road. The tower will be at least 700 feet from all property lines. She described the design of the tower, which would include a six-foot chain link fence and two equipment shelters. One equipment shelter will be used by the City and one by Verizon and both will be made of a brown aggregate material. The tower will be 150 feet tall, which is necessary for the facilities to reach the coverage area and provide services. All of the facilities currently on the Column tower will be moved to this tower. She explained the current coverage provided by the tower at the Column, noting that once the tower comes down, there will be no coverage in the area. Towers at the Reservoir site, City Park site, and on the JJ Astor building downtown will fill in that coverage area and in some cases provide better coverage than the tower at the Column. Verizon tried to minimize impacts to the Reservoir site. The towers are a passive use and do not create a lot of traffic. This tower will be built to the minimum height needed to achieve coverage objectives. The tower will not be reflective, so there will be no glare or additional light. Tree coverage will prevent the tower from being seen from a low area, but it will be visible from a distance. She added that Planner Johnson did a great job with the Staff reports and asked the Planning Commission to approve the applications. She offered to answer questions.

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

Commissioner Fitzpatrick said as a Verizon customer, he has been affected by spotty coverage. He described his experience with less than adequate coverage when he owned a home on the South Slope. Calls would have to be answered and made from the front yard and he was concerned that he and his wife would not be able to make emergency calls from inside their home. A couple of the vendors that work for him carry two phones serviced by different providers because they must have coverage wherever they go. They often lose calls when they are in areas where Verizon does not provide coverage. It is important to have better coverage than what Astoria has now.

Commissioner Moore noted that everyone has a cell phone, but no one wants a tower in their backyard. He believed the reservoir site was a great solution to that problem. The Staff reports seem complete and all necessary issues have been addressed.

Commissioner Spence said he visited the reservoir site on Monday with the assistance of a Public Works Supervisor and a four-wheel drive vehicle. The tract of land is 82 acres accessed only through a locked gate by an authorized person. The site is the most desolate area one can imagine in Astoria. He was not able to see any houses and the public will not be able to view the tower, which makes this the perfect site. He supported the Findings in the Staff reports.

President Pearson agreed with Commissioner Spence and appreciated all of the work that was done on the Staff reports. This is a great solution to get the tower away from the Column, which is a National Historic Landmark. This also increases coverage in the City. He supported the requests.

Vice President Innes said she supported the requests.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Wireless Communication Facilities WCF15-02 by Verizon Wireless; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Variance V15-02 by Verizon Wireless; seconded by Commissioner Spence. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

The Planning Commission addressed Items 4(e) and (f) simultaneously.

ITEM 4(e):

WCF15-03 Wireless Communication Facility WCF15-03 by Sharon Gretch, Lexcom for Verizon Wireless (VAW), LLC dba, Verizon Wireless construct a 150' high wireless communication facility at 1580 Shively Park Road in the IN Institutional zone.

ITEM 4(f):

V15-03 Variance V15-03 by Sharon Gretch, Lexcom for Verizon Wireless (VAW), LLC dba, Verizon Wireless from the maximum 45' height and 150' setback to construct a 150' wireless communication facility at 1580 Shively Park Road in the IN Institutional zone.

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

Commissioner Fitzpatrick reiterated his prior declaration; that he has owned Verizon stock in the past and may again in the future. While he does not currently own Verizon stock, he and his wife are Verizon customers and own shares in their competitors, AT&T and Century Link. The numbers of shares he has, does, and may own are small. This will not affect his decision and he believed he could vote impartially.

President Pearson asked Staff to present the Staff reports for WCF15-03 and V15-03.

Planner Johnson reviewed the written Staff reports for both requests. One letter was received, from Ron Zilli, which was made available at the dais. Staff recommended approval of both requests with the conditions listed in the Staff reports.

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

Sharon Gretch, 31649 Sexton Road, Philomath OR 97370, said this site is one of three required to replace the tower at the Column. The tower will be nestled into a bunch of trees at the far end of the Park and accessed via Shively Park Road. The lease area is 18 feet by 40 feet and the equipment will sit at a lower level, which will require a retaining wall surrounded by a 6-foot chain link fence with brown slats. The 10-foot landscape buffer will include additional trees and native plants. The ground equipment will be a natural brown color. The tower will be a monopole, 150 feet tall, and painted a non-reflective shade of grey to blend in with the sky and trees. The mature trees near the tower are of a similar height and bulk, ranging from 120 to 150 feet tall and are a blend of deciduous and conifers. In a PowerPoint presentation, she showed the coverage that will be provided by this tower. Once this tower is integrated with the network, Astoria will be covered with high RS signal, which is a tremendous improvement in coverage. The tower is a passive use that will create one or two visits a month from a technician to maintain the facilities. Verizon is using the minimum height necessary to achieve its coverage objective; any height lower than 150 feet will severely impact their coverage ability for the area. A significant amount of landscaping at ground level will help minimize the view. This secluded location was chosen to minimize the visual impact outside of the Park. Verizon conducted an off-site visual study to find out what would be visible from surrounding areas outside of the Park. She showed examples of the views from various locations, noting the facility cannot be seen due to topography and tree cover.

Vice President Innes asked what an ice bridge was. Ms. Gretch explained that the cables coming out of the equipment run to the tower. The ice bridge is a shield that goes over the cables to protect them.

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

Planner Johnson said over the last 10 years, multiple sites were considered, both private and City-owned. The City will lease the sites to Verizon. She confirmed for Commissioner Easom that the trees at the site are a combination of deciduous and evergreen trees. He suggested the bottom of the tower be painted green or brown to blend in with the trees. Staff explained that Verizon has found dark colored towers do not wear very well and

the light grey blends in better, even in the forested areas. This issue was discussed at the Historic Landmarks Commission meeting. Darker colors draw more attention to the tower.

Vice President Innes said she liked that Verizon will be required to replace any damaged or blown down trees that camouflage the tower. However, replacement trees will likely be lower than any trees blown down. Planner Johnson agreed any time trees are removed, new trees take years to grow back, but least the trees will be replanted. If there is a catastrophic storm like the one in 2007, trees will be replanted so that they eventually grow back. There will not be an immediate mitigation.

President Pearson said he supported the applications as presented. He believed the monopole would create the least impact and the site is one of the more remote sites at the Park. The tower will not be seen from the parking lot or playground and it will be difficult to see from the community.

Commissioner Spence noted that Mr. Zilli's letter of objection stated he was concerned about the view from the picnic area. However, Page 9 of the Staff report states, "the 150-foot high monopole would be located within the tree area on the western edge of the Park and not in direct alignment of the picnic area view corridor. While the location is within a designated historic and park area, it is approximately 500 feet from Shively Hall and approximately 175 feet from the picnic area." He believed this issue had been adequately addressed and supported Staff's Findings.

Commissioner Moore said a lot of work and attention to detail had been put into this project. He supported the requests.

Commissioner Fitzpatrick said he recognized concerns about the Park and believed no one wanted to see a monopole there. However, he also recognized Astoria has a need. He has followed this project over the last 10 years and knew that a lot of work had been done. The Parks Department, Police Department, and City Staff have put a lot of time into the project. He trusted that this was the best location with a minimal impact and was in favor of the requests.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Wireless Communication Facility WCF15-03 by Verizon Wireless; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Variance V15-03 by Verizon Wireless; seconded by Commissioner Spence. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS:

Director Cronin gave an update on the Affordable Housing Study Work Session with City Council. He anticipated Council would direct Staff to recommend Development Code amendments, which would be reviewed by the Planning Commission.

He noted he would be interviewing applicants for the Planner position over the next two weeks, with second interviews being conducted in the next three or four weeks. He planned to have a Planner on Staff in the next month or two.

ADJOURNMENT TO WORK SESSION:

Riverfront Vision Plan – Neighborhood Greenway Area

Planner Johnson gave a brief overview of the changes made to the recommendations since the last work session. She noted the changes, which were based on input from the public and Planning Commission and public, were as follows:

- Eliminated all references to residential accessory structures.
- Established clear and objective design review standards for multi-family dwellings.

- Established design guidelines similar to the Gateway Master Plan Area for multi-family dwellings and non-residential structures.
- Included roof design and materials in the standards and guidelines.

She noted the area contains very few lots that could be developed. However, some lots could have multi-family, commercial, semi-public, or public facilities. Staff is still fine-tuning the code language to ensure all of the recommendations meet legal requirements for guidelines and standards. The final draft will be presented to the Planning Commission in a public hearing on October 27, 2015, and then to City Council in a public hearing in November.

Director Cronin added that the City did not have any plans to make changes to the sewage treatment plant or City property. He has requested demographic information about the area to understand how residents use the parks in the area. However, Staff has not had time yet to collect that information.

Planner Johnson made maps available that show which lots are currently vacant and could be developed.

Commissioner Easom believed Staff's changes were complete and accurate. Vice President Innes and President Pearson agreed.

Commissioner Moore referred to Page 4, Design Standards B.1(a) noting that squares are rectangles. He asked if there was something more to the standard that he did not understand. Planner Johnson explained the wording used was typical language. A square and rectangle have slight differences and the Code is written for the common person to understand.

President Pearson invited public comments.

Josie Peper, 5276 Ash Street, Astoria, said the draft states the aquatic area east of 41st Street has been designated Natural instead of Conservation. She asked if the zone, which is A-4, should be added in parenthesis. Planner Johnson explained Ms. Peper was referring to the Comprehensive Plan amendment on the last page of the ordinance document. The Comprehensive Plan just describes areas and does not assign zone numbers. Zoning designations are part of the Development Code. The Ordinance that amends the Comprehensive Plan therefore does state A-4 in parenthesis.

Ms. Peper asked why the Institutional, IN zone would not be changed, specifically the Alderbrook Beach area. Planner Johnson said the Institutional zone allows park facilities. Staff considered the Shoreland Natural, S-5 zone, but that zone would not allow all of the park uses. If any changes were made, a new Park Overlay Zone would need to be implemented. The Parks and Recreation Department is in the process of creating a master plan, which will consider the need for any overlay zones or additional restrictions for park areas. At this time, the Institutional zone allows the best uses for the beach area.

Director Cronin added that the Community Development Department will work with the Parks Department on the Parks Master Plan. When the master planning process reaches a certain point, Staff will make a presentation to the Planning Commission and gather input from the public.

There being no further business, the meeting was adjourned at 9:03 pm.

APPROVED:

Community Development Director



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: October 12, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **BEAR CREEK DAM SEISMIC STUDY STATUS PRESENTATION,
CONTRACT AMENDMENT AND OREGON WATER RESOURCES
DEPARTMENT GRANT ACCEPTANCE**

BACKGROUND

The City of Astoria's Bear Creek Dam is a 90-foot high concrete gravity dam built in 1912 and raised in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to the dam's proximity to human population areas downstream. The classification is not a result of the dam's age or condition, but the age and current condition does affect the possibility of failure during a significant seismic event. This could potentially lead to loss of life and/or significant property damage. There are approximately 129 properties and 69 homes below the dam and within the estimated flood inundation zone.

In early 2013, the OWRD determined that the City should initiate a seismic failure analysis to investigate potential failure modes of the dam. A previous study completed 20 years ago did not include enough detail to determine the actual risk of failure as a result of a Cascadia Subduction Zone earthquake. In general, recent earthquake events in other countries; additional studies of the Cascadia Subduction Zone; and the seismic events that can be generated have increased concerns by the OWRD regarding the stability of dams along the Oregon Coast.

Staff has been working with the State Dam Safety Engineer to develop a strategy to move forward. The first step was to hire a consultant that specializes in the type of analysis necessary to determine if the dam is at risk, and if so, what steps to take to reduce the risk of damage and potential failure during a significant seismic event. While it is anticipated that the study may lead to conclusions more favorable than the previous study (HARZA Northwest, Inc., November 1993), there is the possibility that the conclusions and recommendations may result in OWRD mitigation requirements. The previous study indicated that mitigation costs in the range of \$1.5 - 2 million would be required. Measures included Option 1: Grouting the dam's foundation and installing post-tensioned anchors estimated at \$2,100,000 and Option

2: Construction of a roller compacted concrete section to buttress the existing dam at an estimated cost of \$1,540,000.

DISCUSSION/ANALYSIS

At the September 16, 2013 Council meeting City Council authorized a contract with Cornforth Consultants for a total not to exceed amount of \$99,865, for geotechnical engineering services on the Bear Creek Dam Seismic Analysis Project. This work included Phase 1 of the study. The work was completed in March of 2014 and is included in a report titled "*Geotechnical Data Report - Phase 1 Geotechnical Investigation - Bear Creek Dam Seismic Stability Astoria, Oregon*". The investigation found ground conditions that are favorable compared to previous less detailed work completed in 1993. In general, the soil conditions at the site were found to be better than previously assumed as a direct result of more thorough investigations and research.

At the October 6, 2014 Council meeting City Council authorized an additional contract with Cornforth Consultants for a total not to exceed amount of \$147,000 for Phase 2 of the study. Phase 2 included the "Seismic Failure Analysis" which is an in depth structural and geotechnical stability evaluation of the dam.

Cornforth has completed a preliminary seismic stability evaluation of the dam and summarized the results in a draft report dated June 2015. **The consultant will be in attendance at the meeting to present the results, the next steps required to complete the analysis and to answer any questions.** The evaluation identified uncertainties in the foundation conditions of the right (east) abutment that have a large impact on the dam's factor of safety against sliding. The factor of safety is the industry term for describing the ratio between the forces resisting dam movement (or failure) to the forces driving the dam movement (or failure).

Per the request of City staff and the OWRD State Engineer, Cornforth has prepared a scope for the additional geotechnical investigation work need to complete their analysis. The Estimated fee is \$144,000 of which the OWRD has offer an assistance grant to the City in the amount of up to \$72,000 or 50% of the additional costs. This project and the results are very important to the State Engineer and may be used for reference material on future projects.

The Oregon Water Resources Department has awarded a \$72,000 grant from the State Dam Safety Fee Fund. With the Grant, the estimated City contribution will be reduced to \$72,000. Staff has budgeted \$20,000 in the Public Works Improvement Fund for the current fiscal year to pay for Phase 3 of the study. Staff proposes to use the Phase 3 funds and additional budgeted funds in the amount to \$52,000 from the same fund but planned for the Spur 14 Pipeline Project that will not be constructed this year as anticipated.

Once Phase 2 of the project is complete, it will be determined if further action is required. Staff and the consultant team has identified a Phase 3 as Develop Design Recommendations (if needed) – this phase would include developing design recommendations to modify the dam to withstand seismic loading and to pass the probable maximum flood flow if determined necessary during Phase 2. A projected fee has not been developed for this phase. This project will be budgeted during the next budget cycle for fiscal year 2016/2017.


Please note that the consultant that will be completing the work on this project was selected through a request for qualifications process which allows the same consultant to be used for additional phases of the overall project. Cornforth Consultants was determined by the evaluation team to be the most suitable firm for this project. This firm presented a superior understanding of the project, with a thorough, well thought out approach and preliminary scope.

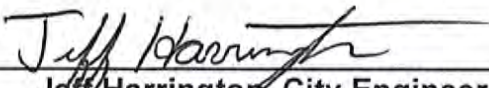
Following is a summary of the project budget/costs to date including the proposed additional geotechnical work:

Phase	Description	City Cost	Grant Funds	Total Costs
Phase 1	Geotechnical Investigation	\$49,932.50	\$49,932.50	\$99,865.00
Phase 2 Original Scope	Seismic Failure Analysis	\$115,000.00	\$32,000.00	\$147,000.00
Phase 2 Additional Scope	Additional Geotechnical Investigation	\$72,000.00	\$72,000.00	\$144,000.00
		\$236,932.50	\$153,932.50	\$390,865.00

RECOMMENDATION

It is recommended that City Council execute a contract with Cornforth Consultants for a total not to exceed amount of \$144,000, for Additional Geotechnical Investigation on Phase 2 of the Bear Creek Dam Seismic Analysis Project. It is also recommended that Council accept the Oregon Water Resources Department grant for \$72,000.

Submitted By 
 Ken P. Cook, Public Works Director

Prepared By 
 Jeff Harrington, City Engineer

[Doc Title]

AGENCY IGA [###-####-##]

CITY IGA [###-####-##]

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its **Oregon Water Resources Department** ("Agency") and **City of Astoria** ("City"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 & ORS 540.380

SECTION 2: PURPOSE

The purpose of this agreement is to reimburse for additional engineering services necessary to determine and verify the seismic stability and seismic rehabilitation needs of Bear Creek Dam. This work was determined necessary by the previous phase of this project.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and terminates on **July 31, 2017**.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Contact Person – Keith Mills
Title : State Engineer
Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301
503-986-0840 Office
503-986-0904 Fax
Keith.A.Mills@wrd.state.or.us

4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Contact Person – Jeff Harrington
Title : City Engineer
City of Astoria
1095 Duane Street
Astoria, Oregon 97103
503- 338-5173
jharrington@astoria.or.us

- 4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 CITY SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- 5.2 AGENCY SHALL PAY CITY AS DESCRIBED IN SECTION 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall pay reimburse the city for half the engineering costs up to **\$72,000.00** for completing all work and delivering all deliverables required of the City under this Agreement. Payment will be made after completion of all work and delivery of all deliverables to Agency's satisfaction and submission of satisfactory invoice. This shall be the sole monetary obligation of the Department. Payments shall be made upon receipt and approval of payment requests.

SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to City under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which City is entitled, Agency may, after notifying City in writing, withhold from payments due City under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 9: REPRESENTATIONS AND WARRANTIES

City represents and warrants to Agency that:

- 9.1 City is a city duly organized and validly existing. City has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by City of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and

will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which City is party or by which City may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by City of this Agreement, other than those that have already been obtained;

- 9.3 This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms;
- 9.4 City has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and City will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 City shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that City is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 11: OWNERSHIP OF WORK PRODUCT

- 11.1 As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 11.1.1 "City Intellectual Property" means any intellectual property owned by City and developed independently from the work under this Agreement.
 - 11.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Agency.
 - 11.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that City is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2 All Work Product created by City under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and City agree that all Work Product created by City under this Agreement is "work made for hire" of which Agency is the author within the

meaning of the United States Copyright Act. If for any reason the Work Product created by City under this Agreement is not "work made for hire," City hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by City under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, City shall execute such further documents and instruments necessary to fully vest such rights in Agency. City forever waives any and all rights relating to Work Product created by City under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 11.3 If Work Product is City Intellectual Property, a derivative work based on City Intellectual Property or a compilation that includes City Intellectual Property, City hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the City Intellectual Property and the pre-existing elements of the City Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 11.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, City shall secure on Agency's behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 11.5 If state or federal law requires that Agency or City grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then City shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suite or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 13: CITY DEFAULT

City will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1 City fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2 Any representation, warranty or statement made by City in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by City is untrue in any material respect when made;
- 13.3 City (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of City or of all or any substantial part of its assets, or (c) similar relief in respect to City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against City is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1 In the event City is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that City has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring City to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies

City will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1 City fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2 Any representation, warranty or statement made by City in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by City is untrue in any material respect when made;
- 13.3 City (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of City or of all or any substantial part of its assets, or (c) similar relief in respect to City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against City is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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SECTION 15: REMEDIES

- 15.1 In the event City is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that City has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring City to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies

are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 15.2** In the event Agency is in default under Section 14 and whether or not City elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to City for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to City exceed the amount due to City under this Section 15.2, City shall promptly pay any excess to Agency.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 30 days after written notice thereof to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 As otherwise expressly provided in this Agreement.

16.3 City may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance

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CITY IGA [###-####-##]

under this Agreement is prohibited or City is prohibited from paying for such performance from the planned source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement

16.4 Upon receiving a notice of termination of this Agreement, City will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, City will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, City will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by City under this Agreement.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

The Parties agree that 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

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and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: LIMITATION OF LIABILITY AND INSURANCE

- 22.1** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.
- 22.2** City shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 23: RECORDS

City shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." City acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. City shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, City shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: NO THIRD PARTY BENEFICIARIES

Agency and City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to City after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 28: SUBCONTRACTS AND ASSIGNMENT

- 28.1** City shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of City under this Agreement. Agency's consent to any subcontract will not relieve City of any of its duties or obligations under this Agreement.
- 28.2** City may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by City to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve City of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: CONTRIBUTION

- 29.1** 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2** With respect to a Third Party Claim for which Agency is jointly liable with City (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of City on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of City 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, judgements, fines or settlement amounts. Agency’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.
- 29.3** With respect to a Third Party Claim for which City is jointly liable with Agency (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys’ fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of City on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of Agency 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, judgements, fines or settlement amounts. Local Government’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.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government’s performance of its obligations under this Agreement.

SECTION 31: HEADINGS

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The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL PROVISIONS

City shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Oregon Water Resources Department

City of Astoria

By: _____
(Signature of Printed Name below)

By: _____
(Signature of Printed Name below)

Tracy Louden
Printed Name

Printed Name

Administrator - ASD
Title

Title

Date

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Assistant Attorney General

[Doc Title]

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CITY IGA [###-####-##]

EXHIBIT A – STATEMENT OF WORK

The City of Astoria will work with their engineering consultant to better define subsurface conditions that control the stability of the dam. This work will also include a final seismic stability of the dam to determine if it is sufficient to withstand the design earthquake, and will provide initial design recommendations to make the dam reasonably safe in the design earthquake.

The City will make all necessary contract agreements with the engineer, and will notify the Department during key phases of this investigation. The City will coordinate a meeting with the engineer and the State Engineer to discuss results of their investigation and analysis.

[Doc Title]

AGENCY IGA [###-####-##]

CITY IGA [###-####-##]

EXHIBIT B – INSURANCE

[No insurance required]



**CONTRACT AMENDMENT
BETWEEN
THE CITY OF ASTORIA AND CORNFORTH CONSULTANTS
FOR
BEAR CREEK SEISMIC STABILTY EVALUATION PHASE 2**

The AGREEMENT dated October 6, 2014, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and Cornforth Consultants, hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for additional geotechnical investigation, see attached scope and fee in Attachment A.

Amend Compensation of the AGREEMENT to increase contract amount by \$144,000.

IN WITNESS WHEREOF, THE CITY AND CONSULTANT have executed this AMENDMENT as of _____, 2015.

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

CONSULTANT:
CH2M Hill Engineers, Inc.

BY: _____
Arline LaMear Date
Mayor

BY: _____
Consultant Date

BY: _____
Brett Estes Date
City Manager

Attachments: A



10250 S.W. Greenburg Road, Suite 111
Portland, Oregon 97223
Phone 503-452-1100 Fax 503-452-1528

August 3, 2015

2392

City of Astoria
1095 Duane Street
Astoria, OR 97103
Attn: Jeff Harrington, P.E., City Engineer

**Phase 2 Geotechnical Evaluation
Bear Creek Dam Seismic Stability
Clatsop County, Oregon**

Dear Mr. Harrington:

In accordance with your request, this proposal outlines our proposed scope of work and cost estimate to complete additional explorations on the right abutment of Bear Creek Dam and evaluate the seismic stability of the structure.

Background

We completed subsurface explorations and a preliminary static and seismic stability evaluation of Bear Creek Dam, and summarized the results in a draft report dated June 2015. The evaluation identified uncertainties in the foundation conditions of the right abutment that have a large impact on the factor of safety against sliding. Additional explorations were recommended to better characterize the shear strength of the dam-foundation interface. This proposal outlines the scope and cost to perform additional explorations and complete stability analyses.

Scope of Work

Our proposed tasks for the additional explorations and analyses are described in more detail in the following paragraphs.

Project Management. Project management tasks would include contract management, managing subcontracts for exploration work, and coordination of project staffing.

Explorations. We propose to drill four additional borings from the crest of the dam using portable, limited-access drill equipment. Borings would be drilled at approximately Station 1+40 and 1+70 on the right abutment. At each station, a vertical and an angled boring would be advanced from the crest of the dam into the foundation. The angled boring would dip approximately 15 degrees from vertical in the downstream direction. Both borings would be collared near the centerline of the dam. Standpipe piezometers would be installed in each boring to measure pore pressures at the dam-foundation interface. HQ3- and/or NQ3-size core would be collected in each boring.

We have budgeted one trip to visit the site approximately two weeks following drilling to measure groundwater levels in all piezometers.

Laboratory Testing. Provided that quality samples of the concrete-rock interface can be collected, we would perform shear testing to quantify the strength of the dam-foundation interface. All testing would be performed by the Earth Mechanics Institute at Colorado School of Mines.

Model and Stability Analyses. The geologic model developed in the previous phase of the work would be updated with information from the new borings to assist in visualizing the dam and to aid in selecting analysis cross sections. Analysis sections developed in the previous phase of work would be updated with the lithology encountered in the new borings. Static and seismic stability would be reevaluated for each section with the new lithology and shear strength results from the laboratory testing. Newmark analyses would be performed at each section to estimate seismic deformations. The results of stability analyses would be used in the iterative procedure developed during the previous phase to quantify the stability of the right abutment as a unit.

Report. The results of the stability analyses would be used to update the draft geotechnical report previously submitted. We would provide the City with a digital draft copy for review, and five final hard copies (as well as a pdf version) of the report.

Meetings. We have budgeted to addend two meetings with the City and OWRD to discuss the project and the results of the analyses.

Cost Estimate


Our estimated fee to complete the scope of work outlined above is a Not-to-Exceed total of \$144,000. A breakdown of costs by task is provided on Table 1 below.

Project Management	\$3,400
Explorations (incl. \$66k driller)	\$104,000
Laboratory Testing	\$5,000
Model and Stability Analyses	\$12,800
Report	\$13,500
Meetings	\$5,300
	Total \$144,000

We appreciate this opportunity to be of service and trust that this submittal is sufficient for your current requirements. If there are any questions, please call Gerry Heslin or Andy Vessely at 503-452-1100.

Sincerely,

CORNFORTH CONSULTANTS, INC.


By  _____

Andy Vessely, P.E., C.E.G.,
President



October 7, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **11TH ST. AND FRANKLIN AVE. STORM DRAIN PROJECT – AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

The goal of the 11th St. and Franklin Ave. Storm Drain Project is to improve a parking lot drainage issue that was identified upon completion of the 11th St. CSO Project. The parking lot, owned by First Methodist Church and located at the northeast corner of 11th St. and Franklin Ave., drains through a small pipe in the curb and onto 11th St. This drain appears to be undersized and after a pavement overlay on 11th St. it is no longer able to convey runoff appropriately. When plugged, the excess water flows over the bank and onto/into the Senior Center (City) property.

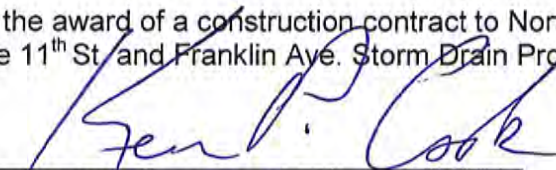
This project will provide a new catch basin and properly sized piping to convey runoff to the new storm drain system in 11th St. It will also provide an improvement consistent with other similar parking areas adjacent to new CSO separation work (such as the US Bank Parking lot), greatly reduce the potential of excess runoff flowing onto City property, and remedy a drainage issue created by the 11th St. pavement maintenance effort. The following competitive quotes for the project have been received:

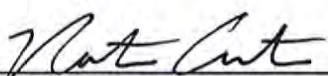
Contractor	Total Quote
North Pacific Excavation	\$12,893.00
Big River Construction	\$19,095.00
TFT Construction	\$23,375.00

Funding for this project is recommended to come from the Public Works Improvement Fund. The contract has been approved as-to-form by the City Attorney.

RECOMMENDATION

It is recommended that City Council authorize the award of a construction contract to North Pacific Excavation in the amount of \$12,893.00 for the 11th St. and Franklin Ave. Storm Drain Project.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between North Pacific Excavation, 580 SW Juniper Ave., Warrenton, Oregon 97146, hereinafter called "**CONTRACTOR**" and the **City of Astoria**, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

2.00 - DESCRIPTION OF WORK

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

11TH ST. & FRANKLIN AVE. SD PROJECT

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

3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – 30 days from Notice to Proceed
- Final Completion – 60 days from Notice to Proceed

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$12,893.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

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

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

12.00 - CITY OCCUPATION TAX

Prior to starting work, **CONTRACTOR** shall pay the **CITY** occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

APPROVED AS TO FORM:

[Handwritten Signature]
City Attorney

City of Astoria, Oregon
45407313473643106775414
City of Astoria, Oregon
45407313473643106775414
City of Astoria, Oregon
45407313473643106775414

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST: _____
City Manager Date

Contractor Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

11th ST. & FRANKLIN AVE. STORM DRAIN PROJECT REQUEST FOR QUOTES

The City of Astoria Public Works Department is requesting quotes to furnish all labor, equipment and material to complete the 11th St. & Franklin Ave. Storm Drain Project. This will include the following scope of work:

Scope of work:

- Mobilization and traffic control – 11th Street between Exchange St. and Franklin Ave. can be partially or completely closed for construction. The Contractor will be responsible for providing appropriate signage and traffic control delineation, and obtaining permits. Mobilization shall also include any other costs necessary to complete the project and not included in the items below.
- Furnish and install erosion control BMPs as indicated on the plans.
- Pothole utilities as indicated on the plans. This work will need to be completed prior to the following scope of work. The depth, size and material of the utility shall be reported to the engineer as soon as possible. Three (3) locations are indicated on the plan sheet.
- Saw-cut and demo the asphalt, concrete curb and sidewalk as indicated on the plans.
- Furnish and install City standard catch basin with leaf slot and trap. Trap shall be constructed of a PVC Tee and a minimum of 12" vertical PVC pipe.
- Construct 33.6 LF of 8" ASTM D 3034 PVC pipe from the new catch basin to the storm drain main in 11th Street. This will include the Inserta-Tee connection to the 12" Corrugated HDPE storm drain pipe, necessary fittings, and the connection to the new catch basin.
- Surface Restoration – The Contractor shall complete surface restoration as indicated on the plans. This includes asphalt pavement, concrete curb and sidewalk, and curb crack sealing.

The project shall be completed on a lump sum basis, and shall include the work identified in the plans and the scope detailed above. A Right-of-way Permit and Plumbing Permit will be required for this project. The City will be responsible for the fees associated with these permits. Permission to work on First United Methodist Church property will be obtained by the City prior to construction.

The work shall comply with the 2015 ODOT/APWA Standard Specifications for Construction.

The selected contractor will not be required to furnish a performance bond and a payment bond for this project.

Please review the attached sample City construction contract, vicinity map and project plan. The Contractor shall visit the project site prior to providing a quote. The City will execute this contract with the selected Contractor.

The Contractor shall read and comply with the attached documents before finalizing a quote. Quotes are due October 8, 2015 by 2:00 p.m.

Please send sealed quotes to: Nathan Crater, P.E.
Assistant City Engineer
1095 Duane St
Astoria, OR 97103

Fax and emailed quotes are acceptable, but will require acknowledgement of receipt. All work and material shall meet APWA and City of Astoria Standards and Special Provisions.

Total Quote (Lump Sum) = \$ 12,893⁰⁰

1-8-15
DATE SIGNED

NORTH PACIFIC EXC
OFFEROR

[Signature]
SIGNED (NAME AND TITLE)

580 SW Juniper Ave
MAILING ADDRESS

WARRENTON OR 97146
CITY, STATE, AND ZIP CODE

PHONE NUMBER: 503 298-8654
CORPORATION: YES NO

IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER: _____

CONTRACTOR BOARD NO. 172484

11th & Franklin SD

Storm Drain Plan

City of Astoria
Public Works Dept.
Engineering Div.
1095 Duane St.
Astoria, Oregon 97103
PH: (503) 325-5175 Fax: (503) 325-6538



No.	Revision/Issue Date

11th & Franklin SD Plan
NE Corner of
11th St. & Franklin Ave.

Drawn	9/24/15
Check	
Date	
No. Scale	
Sheet	1



CONSTRUCTION NOTES

- ATTENTION CONTRACTORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION BOARD. THESE RULES ARE SET FORTH IN OUR ASIAN COPIES OF YOUR LOCAL PC 001-0004. YOU MAY ALSO VISIT THE WEBSITE: www.oregonutility.com (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1897 OR 1-800-332-2344). AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY OF THE LOCATION AND DEPTH OF THE PROPOSED CONSTRUCTION, AND THE TYPE OF WORK TO BE PERFORMED.
- ALL EXISTING FACILITIES TO BE MAINTAINED IN PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY.
- IN ACCORDANCE WITH ORS 290.140, IF THE CONTRACTOR FINDS IT NECESSARY TO INTERFERE WITH OR PAUSE OTHER ANY EXISTING FACILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY ACCESSORS, WITHIN THE PROJECT LIMITS, THE CONTRACTOR SHALL NOTIFY THE COUNTY SURVEYOR PRIOR TO DOING SO.
- IN ACCORDANCE WITH ORS 290.150, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL SURVEY MONUMENTS, BEING DISTURBED OR DESTROYED DURING CONSTRUCTION. REPLACING THE SURVEY MONUMENTS SHALL BE DONE BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR SHALL COMPLY WITH OCCUPATIONAL, SAFETY & HEALTH REQUIREMENTS FOR ALL WORK PERFORMED ON THIS PROJECT.
- UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, CONTRACTOR TO SUBMIT RECORD DRAWINGS TO THE CITY OF ASTORIA.

LEGEND

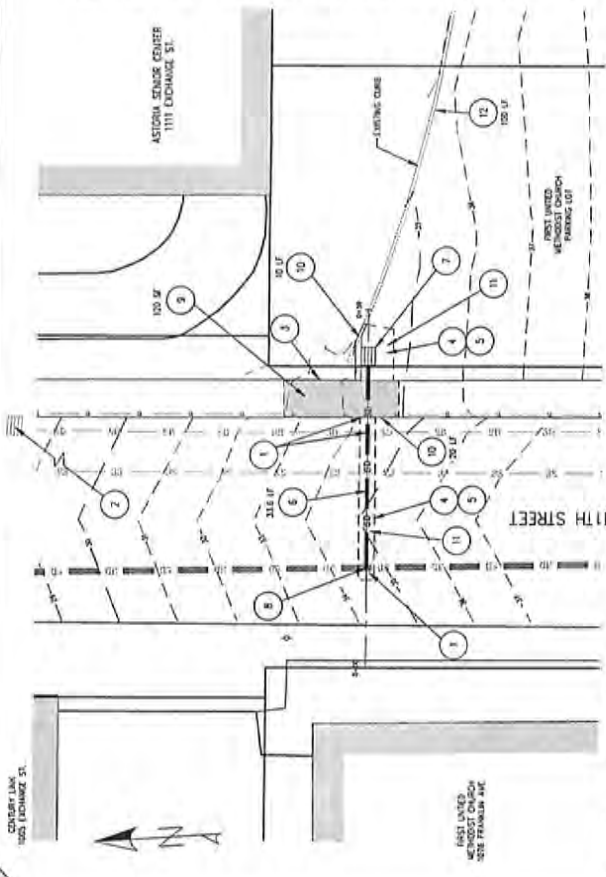
- -- -- EXISTING CONTOUR
- — — EXISTING WATER LINE
- — — EXISTING STORM DRAIN LINE
- — — EXISTING SANITARY SEWER LINE
- — — NEW STORM DRAIN LINE
- ▭ NEW CATCH BASIN

KEYNOTES

- REMOVE EXISTING UTILITY CROSSING AND REPORT DEPTH, LOCATION, SIZE AND MATERIAL TYPE TO THE ENGINEER. THREE (3) LOCATIONS ARE IDENTIFIED.
- INSTALL TYPE 3 - FILTER INSERT IN EXISTING CATCH BASIN AT SE CORNER OF 11TH/EXCHANGE ST. SEE DETAIL STD. DETAIL 101-01.
- REMOVE AND REPLACE MANHOLE IN PROJECT AREA.
- SAWCUT EXISTING ASPHALT AND CONCRETE, APPROXIMATELY 100 FT. TOTAL LENGTH.
- REMOVE EXISTING ASPHALT AND CONCRETE.
- CONSTRUCT 8" ASTM D3034 PVC STORM BRANH PPE, SEE CITY STD. DETAIL UT-1.
- INSTALL CITY STD. CATCH BASIN WITH LEAF SLOT & TRAP. SEE CITY STD. DETAILS SD-1, SD-3, SD-4 & SD-5.
- CONNECT NEW STORM BRANH PPE TO EXISTING 12" CORRUGATED HDPE PPE WITH MISXIA-TEE FITTING.
- RECONSTRUCT SIDEWALK TO THE LIMITS SHOWN, SEE CITY STD. DETAIL ST-3.
- CONSTRUCT NEW CONCRETE CURB AS SHOWN. A 12" HIGH CURB SHALL BE CONSTRUCTED ADJACENT TO THE NEW CATCH BASIN TO ACCOMMODATE THE LEAF SLOT.
- RESTORE PAVEMENT IN AREAS INDICATED WITH LEVEL 2 1/2" CRUSE HMA. SEE DETAIL UT-1 FOR ASPHALT THICKNESS.
- SEAL EXISTING CURB FLOWLINE WITH APPROVED CHACK SEAL MATERIAL.

BASEMAP NOTES

- THE TOPOGRAPHIC BASEMAP WAS PREPARED USING ASTORIA AERIAL PHOTOGRAPHIC DATA, AERIAL PHOTOGRAPH AND EXISTING UTILITY MAPS.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 83.
- NOT ALL SURFACE UTILITIES ARE NOT SHOWN FOR CLARITY. CONTRACTOR MUST CALL 1-800-332-2344 PRIOR TO ANY EXCAVATION.




PARKING LOT STORM DRAIN PLAN & PROFILE
SCALE: PLAN 1" = 10'
PROFILE 1" = 2'



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

October 13, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **ASTORIA SENIOR CENTER RENOVATION PROJECT - CONSTRUCTION CONTRACT AMENDMENT #2**

DISCUSSION/ANALYSIS:

In July of 2015 the City Council approved a contract with Skyward Construction, Inc. for the Astoria Senior Center Renovation Project in the amount of \$1,455,157.00. A construction contingency of approximately 10% of the construction contract was set aside outside of the construction contract for any unforeseen circumstances that may arise during the project.

As is with any remodeling project of the building circa 1947 it's anticipated unforeseen items will emerge during the renovation process. Previous to this current Contract Amendment #2, Contract Amendment #1 in the amount of \$9,680.99 (for required blocking at the roof perimeter related to the seismic upgrades) was approved by the City Manager. Contract Amendment #2 is related to the need to apply a concrete floor leveling compound on the entire first floor due to unforeseen depressions between the floor beams. This was necessary to provide a flat substrate for the installation of all the flooring materials. To date Contract Amendments 1 and 2 would use \$26,930.99 of the \$145,515.70 contingency.

RECOMMENDATION

It is recommended that the City Council approve the contract amendment #2 in the amount of \$17,250.00.

Submitted By: Al Jaques, Project Manager



CONTRACT AMENDMENT #2

DATE: October 13, 2015
PROJECT: Astoria Senior Center Renovation
CONTRACTOR: Skyward Construction Inc.

The purpose of Contract Amendment No. 2 is to account for work not covered in the bid items. This contract amendment amount constitutes total compensation for the change and the cumulative effect on the project.

Item	Description	Cost
	Original Contract Sum	1,455,157.00
1	Contract Amendment No. 1	9680.99
2	Contract Amendment No. 2	17,250.00
	Contract Sum to Date	1,482,087.99

This Contract Amendment becomes part of and in conformance with the existing contract.

CONTRACT AMENDMENT APPROVED BY:

Mayor Date

City Manager Date



PCCO #002

SKYWARD CONSTRUCTION INC.
15908 NE 10th Ave
Ridgefield, Washington 98642
Phone: 360.546.1625
Fax: 360.546.1630

Project: 15-301 - Astoria Senior Center
1111 Exchange St.
Astoria, Oregon 97103

Prime Contract Change Order #002: Floor Leveling

TO: City of Astoria FROM: Skyward Construction, Inc.
DATE CREATED: 9/25/2015 CREATED BY: Glenn Taggart (Skyward Construction, Inc.)
CONTRACT STATUS: Approved REVISION: 0
DESIGNATED REVIEWER: Glenn Taggart (Skyward Construction, Inc.) REVIEWED BY:
DUE DATE: 09/25/2015 REVIEW DATE: 09/25/2015
INVOICED DATE: PAID DATE:
SCHEDULE IMPACT: EXECUTED: No
CONTRACT FOR: 1:Astoria Senior Center Prime Contract TOTAL AMOUNT: \$17,250.00
DESCRIPTION:
ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

Table with 4 columns: COR #, Title, Schedule Impact, Amount. Row 1: 003, Floor leveling, \$17,250.00. Row 2: TOTAL: \$17,250.00

CHANGE ORDER LINE ITEMS:

PCO #003: Floor leveling

Table with 5 columns: #, Cost Code, Description, Type, Amount. Row 1: 1, 03-500 - Cementitious Decks and Underlayments, Ultra Quiet Floor, Commitment, \$17,250.00. Subtotal: \$17,250.00. Grand Total: \$17,250.00

The original (Contract Sum) \$1,455,167.00
Net change by previously authorized Change Orders \$9,680.99
The contract sum prior to this Change Order was \$1,464,837.99
The contract sum will be increased by this Change Order in the amount of \$17,250.00
The new contract sum including this Change Order will be \$1,482,087.99
The contract time will by this Change Order by

Jason Wesolowski (Scott | Edwards
Architecture LLP)
2525 E Burnside St.
Portland Oregon 97214

City of Astoria
1095 Duane St.
Astoria Oregon 97103

Skyward Construction, Inc.
Glenn Taggart/VP
15908 NE 10th Ave
Ridgefield Washington 98642


Signature of Jason A. Wesolowski, DATE 10-2-15

Signature of Al Jaques, DATE 10-2-15

Signature of Glenn Taggart, DATE 10-2-15



October 13, 2015

TO:  MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
RE: EMPLOYEE WELLNESS POLICY

DISCUSSION/ANALYSIS

Research indicates employee health status directly influences work behavior, attendance, on-the-job performance and quality of work. As such it is important for the City to support employee wellness. It is the objective to see a return on the investment in the form of employee health reduction in and injury and medical claims attributable to long term positive impacts of health and wellness programs.

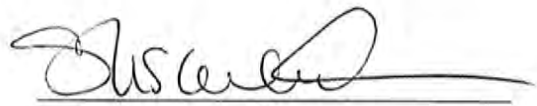
On July 21, 2014, Council adopted a resolution to join the HEAL Cities Campaign which has the potential to improve local livability and have a positive impact on the community's health and well-being. On August 8, 2015 Council authorized application for Heal Cities small grant process which included information about development of an Employee Wellness Program. Although we were unsuccessful in obtaining one of the six grants available in 2015 staff would like to move forward with establishing a policy and exploring other grant opportunities for kickoff.

Citycounty Insurance Services (CIS) has funds available to assist with implementation of wellness policies and programs as well as follow-up grants to assist with wellness program promotion. The initial grant application requires an executive officer/management supported Employee Wellness Policy. The deadline to apply for the grant is November 30, 2015. Funding for the CIS grant is in the amount of \$ 750.

As part of the program a City Wellness Team would need to be created and would consist of representatives from each department who volunteer and are supported by their department head. This team will help develop the wellness program for City staff.

RECOMMENDATION

It is recommended that City Council approve the Employee Wellness Policy and submittal of application for the CIS Wellness Grant in the amount of \$ 750.



Susan Brooks, Director of Finance and
Administrative Services



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

POLICY: The City of Astoria recognizes our employees are critical to the quality and efficiency of local government services. The health of our employees directly affects their ability to perform their job duties and provide services to our citizens. The health of our employees also has a direct effect on the costs to the City. The City is committed to promoting the good health and well-being of our employees. This policy is established as a means to provide information and activities for City employees to encourage health and well-being in the work environment.

EFFECTIVE DATE:

MISSION STATEMENT: The City of Astoria Wellness Team will strive to provide opportunities for employees and covered dependents to develop healthier lifestyles by supporting the adoption of habits and attitudes that contribute to their positive well-being.

SCOPE: All City regular full-time, part-time, and temporary employees and their covered dependents are eligible to participate.

VOLUNTARY PARTICIPATION: Employee participation in the wellness programs and activities is voluntary.

WELLNESS TEAM PARTICIPANTS: Each department is encouraged to have a representative on the Wellness Team. Membership is subject to the approval and support of each Department Head. Membership is voluntary and supported by their Department Director. For ease of coordination and time, the meetings will be facilitated by the committee chair.

<u>Departments/Offices:</u>		
Community Development	Engineering	Finance
Fire	Library	Police/Dispatch
Parks & Recreation	Public Works	

Team Participant Duties:

- Provide enthusiastic support to the purpose and goal of the Wellness Team.
- Act as a liaison between the Wellness Team and the employees to represent the interest, needs, and opinions of the employees.
- Help to plan, implement, and promote Wellness programs.
- Provide peer support and advocacy to boost wellness program participation.
- Assist or give input on an annual budget for program support.
- Perform evaluation of ongoing programs, new interests, and activities through employee surveys.

Facilitator Duties:

- Committee chair will facilitate the Wellness Team.
- Set the time and place of the meetings based on availability of participants
- Communicate with all members of the Team to coordinate meeting dates and times.
- Prepare an agenda in advance of the meeting and distribute copies to members, along with notice of the meeting.
- Manage the agenda and discussion of the meeting.
- Update and advise the City Manager and Department Heads as needed.

Meeting Schedule: The Wellness Team will set a monthly meeting time and location



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Term: Members of the Wellness Team will serve for one year, which may be extended with prior approval of department head.

Attendance/Termination: If a member misses more than 3 unexcused absences, they may be replaced with another employee who can attend meetings on a regular basis. Communicating your absence to committee chair, prior to a scheduled meeting, will be an excused absence.

Confidentiality: Confidentiality is important in all health education activities. The Wellness Team may offer programs about potentially sensitive issues. Personal and medical information taking place in the wellness programs will be treated in a confidential and respectful manner.

PROGRAM ACTIVITIES:

- Behavior change programs such as nutritional information, stress reduction, smoking cessation and weight management.
- Motivational programs such as interdepartmental and employee group challenges and prizes for healthy eating, exercise and stress reduction programs.
- Information and awareness programs such as flyers, newsletter, and classes.
- To explore opportunities to develop and institute additional wellness incentives and policies that contributes to the health and wellbeing of employees and their families.

PROGRAM BUDGET: The Wellness Team will apply for available Healthy Benefit grants to support and enhance Wellness program activities and seek other available funding resources which may be available through our insurance providers.

PROGRAM COSTS: Depending on the nature of the activity, programs may be provided at cost, low cost or no cost.

PROGRAM INVOLVEMENT: On behalf of the City, Department Heads are encouraged to allow representatives of the Wellness Team reasonable staff time to conduct its wellness activities. Participation by Team members is subject to business needs and normal work demands are appropriately met.

City Manager

Date

Mayor


Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

October 12, 2015

MEMORANDUM

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

Discussion & Analysis

A liquor license application has been filed by Jeremy Todd Emmons doing business as The Paradoxx Bistro & Market. This application is a New Outlet for a Full On-Premises Sales License which allows the following:

- Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises (this is the license most “full-service” restaurants obtain)
- Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity)
- Eligible to apply for a “special event” license: Temporary Use of Annual License

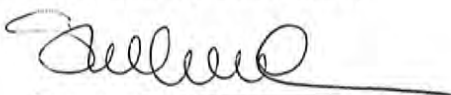
The site is located at 1820 SE Front Street, Astoria and the application will be considered at the October 19, 2015 meeting. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,



Susan Brooks
Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 9-9-15

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9/2/2015

90-day authority: Yes No

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

- ① JEREMY TODD EMMONS ③ _____
- ② _____ ④ _____

2. Trade Name (dba): The Paradox x Bistro & Market

3. Business Location: 1820 SE Front St. Astoria, Clatsop, OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1820 SE Front St. Astoria Oregon 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503 741-3131
(phone) (fax)

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

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? Yes No Name: JEREMY TODD EMMONS
(manager must fill out an Individual History form)

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

11. Contact person for this application: JEREMY EMMONS 503-468-9742
(name) (phone number(s))
1820 SE Front St. Astoria OR 97103
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

- ① Jeremy Emmons Date 6/30/15 ③ _____ Date _____
- ② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Jeremy Todd Emmons Phone: 503-741-3131

Trade Name (dba): The Paradoxx

Business Location Address: 1820 SE Front St.

City: Astoria, OR ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours: Sunday 10 to 2, Monday closed, Tuesday closed, Wednesday 11:30 to 8, Thursday 11:30 to 8, Friday 11:30 to 8, Saturday 11:30 to 8

Outdoor Area Hours: Sunday to, Monday to, Tuesday to, Wednesday to, Thursday to, Friday to, Saturday to

The outdoor area is used for: Food service, Alcohol service, Enclosed, how. The exterior area is adequately viewed and/or supervised by Service Permittees. (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply: Live Music, Recorded Music, DJ Music, Dancing, Nude Entertainers, Karaoke, Coin-operated Games, Video Lottery Machines, Social Gaming, Pool Tables, Other: spiritual workshops

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to, Monday to, Tuesday to, Wednesday to, Thursday to, Friday 8 to 12, Saturday 8 to 12

SEATING COUNT

Restaurant: 44 Outdoor: Lounge: Other (explain): Banquet: Total Seating: 44

OLCC USE ONLY Investigator Verified Seating: (Y) (N) Investigator Initials: Date:

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


Applicant Signature: Jeremy Emmons Date: 8/14/15



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

October 7, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT, ESTES, CITY MANAGER
SUBJECT: REQUESTED PROPERTY SALE – 2ND STREET

DISCUSSION/ANALYSIS

A request to purchase a City-owned lot on 2nd Street has been received from Diana Kirk, Tidal Properties, LLC. Ms. Kirk recently purchased property located at 258 2nd Avenue, and would like to purchase the 4000 square foot City lot adjacent to her property.

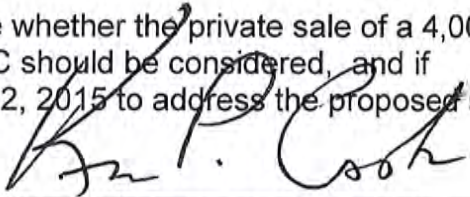
The minimum size for a buildable lot is 5000 square feet. Because this is a substandard lot, it can only be sold to an adjoining property owner who would be required to incorporate this property into their existing tax lot. It has been the City's practice to treat the sale of substandard lots as private sales.

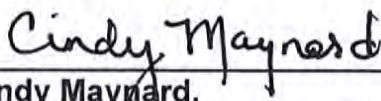
A summary appraisal report has been prepared by Steven Weed, Member Appraisers Institute, Senior Residential Appraiser. He has estimated that the property has a real land value of \$14,000 (see attached). Ms. Kirk has indicated a willingness to buy this property at the real land value and to pay the additional appraisal cost of \$200, which is above the City's appraisal fee.

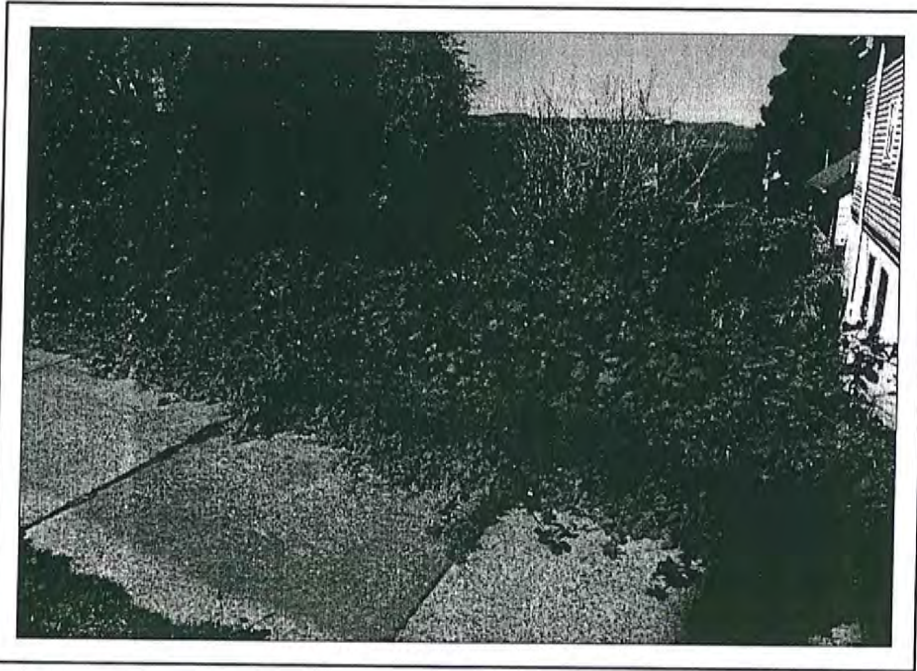
If Council is willing to consider the private sale of this lot to the Ms. Kirk, the appropriate next step would be to schedule a Public Hearing to take input on the proposed sale.

RECOMMENDATION

It is recommended that Astoria City Council determine whether the private sale of a 4,000 square foot lot to Ms. Diana Kirk, Tidal Properties, LLC should be considered, and if appropriate, schedule a Public Hearing on November 2, 2015 to address the proposed sale.

Submitted By 
Ken Cook, Public Works Director

Prepared by: 
Cindy Maynard,
Public Works Administrative Assistant



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

2XX Commercial Street
Astoria, OR 97103

for

City of Astoria

1095 Duane St
Astoria, OR 97103

as of

September 29, 2015

by

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

Estimated Market Value
\$14,000

Steven A. Weed, MAI, SRA

Appraisal Report

LAND APPRAISAL REPORT

File No. **G1671**

IDENTIFICATION	Borrower <u>Client: City of Astoria</u> Census Tract 9502 Map Reference 80907DA05400
	Property Address 2XX Commercial Street
	City Astoria County Clatsop State OR Zip Code 97103
	Legal Description S 80' of Lot 7, Blk 18 McClure's
	Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
	Actual Real Estate Taxes \$None (yr.) Loan charges to be paid by seller \$N/A Other sales concessions _____
Lender/Client City of Astoria Address _____	
Occupant Vacant Land Appraiser Steven A. Weed Instructions to Appraiser Estimate Current Market Value	

NEIGHBORHOOD	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Good</td> <td>Avg.</td> <td>Fair</td> <td>Poor</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Good	Avg.	Fair	Poor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Good		Avg.	Fair	Poor					
	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%									
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input type="checkbox"/> Steady <input checked="" type="checkbox"/> Slow									
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining									
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply									
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.									
	Present Land Use 70 % 1 Family 10 % 2-4 Fam 5 % Apts. _____ % Condo 10 % Commercial									
	Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)									
Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant										
Single Family Price Range \$ 125,000 to \$ 300,000 Predominant Value \$ 200,000										
Single Family Age 10 yrs. to 130 yrs. Predominant Age 80 yrs.										

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) **Subject site is located about 1/4 mile from Astoria's central business district. Area is predominant single family with a mix of standard lots, older homes, and some duplexes. Area is within walking distance to Astoria's business district and property, though older, are maintained.**

SITE	Dimensions 50 x 80 = 4000 Corner Lot <input type="checkbox"/>
	Zoning Classification R-3 (High Density Residential) Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations
	Highest and best use: <input type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____
	Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____
	Gas <input checked="" type="checkbox"/> _____
	Water <input checked="" type="checkbox"/> _____
	San. Sewer <input checked="" type="checkbox"/> _____
	<input type="checkbox"/> Underground Elect. & Tel.
	OFF SITE IMPROVEMENTS
	Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
Surface Asphalt	
Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
<input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter	
<input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights	
Topo Very Steep	
Size Smaller than standard	
Shape Rectangle	
View View of River	
Drainage Adequate	
Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **Subject site slopes rapidly from side/street grade to about 10' below grade, which is typical for the area. Most sites when developed have basement levels. See Report Comments.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		Address	Sales Price	Price	Address	Sales Price	Price
Address	2XX Commercial Street Astoria	6XX Madison Ave Astoria	\$ 62,500	\$ 12,500	4XX Bond Street Astoria	\$ 1,750	\$ 6,000
Proximity to Subj.		0.53 miles S			0.11 miles NE		0.69 miles E
Date of Sale and Time Adjustment	N/A	04/21/2014	+(-)\$ Adjustment		05/22/2015	+(-)\$ Adjustment	05/28/2015
Location	Urban	Suburban			Urban		Urban
Site Area	4000	5000 sf			1620 sf		2500 sf
Indicated Value of Subject		Gross 0.0%	Net 0.0% \$ 62,500		Gross 0.0%	Net 0.0% \$ 1,750	Gross 0.0%

Comments on Market Data: **Sale No. 1 is presented as an indication of a standard, buildable site with no significant issues to its development. Sales No. 2, No. 3 and No. 4 are smaller than standard sites with development issues, such as being less than standard, zoning compliant sites, which are part of assemblage with adjacent sites.**

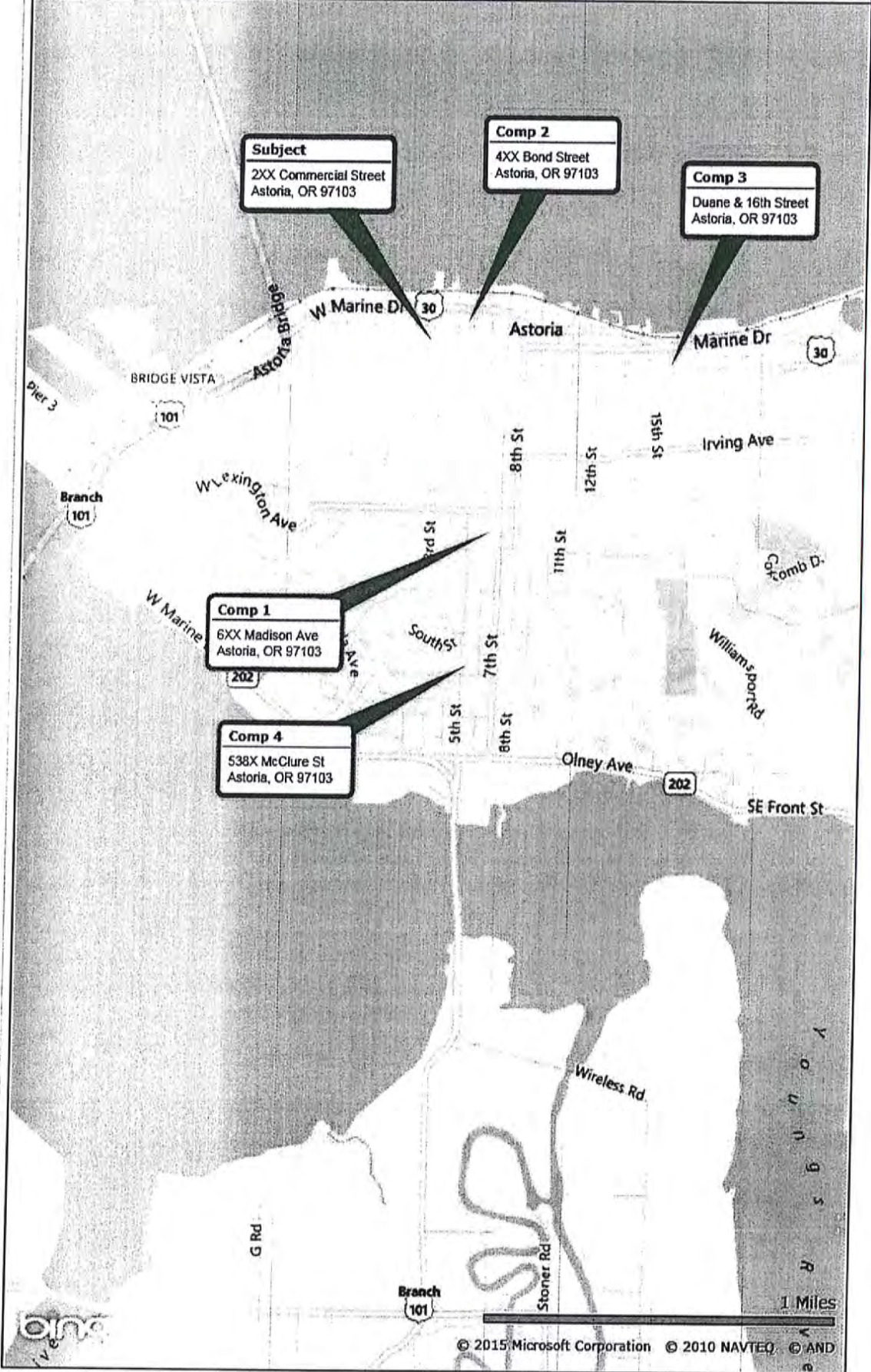
Comments and Conditions of Appraisal: **The appraiser certifies disclosure to the client of no previous appraisal service on the subject property within the last three years. Smaller sites fall in the \$1 to \$2 per square foot range, while larger sites are able to command higher value of \$3.50 per square foot. The subject property has elements of being more similar to a larger, plottage site, with a steep topography requiring engineering. A value of \$3.50 per square foot was considered most appropriate, or a value of \$3.50 / sf x 4000 square feet = \$14,000.**

Final Reconciliation: **Most weight to Sale No. 4, with support from Sales No. 2 and No. 3 in arriving at a final value estimate. Income and Cost Approach values are not appropriate because of absence of data and they are not reflective of the market's behavior for these kinds of properties.**

RECONCILIATION	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF September 29 2015 to be \$14,000
	Appraiser(s) _____ Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property
	Signature Signature _____
	Name Steven A. Weed Date 10/05/2015 Name _____ Date _____
	State OR License <input type="checkbox"/> Certification # C000170 State _____ License <input type="checkbox"/> Certification # _____

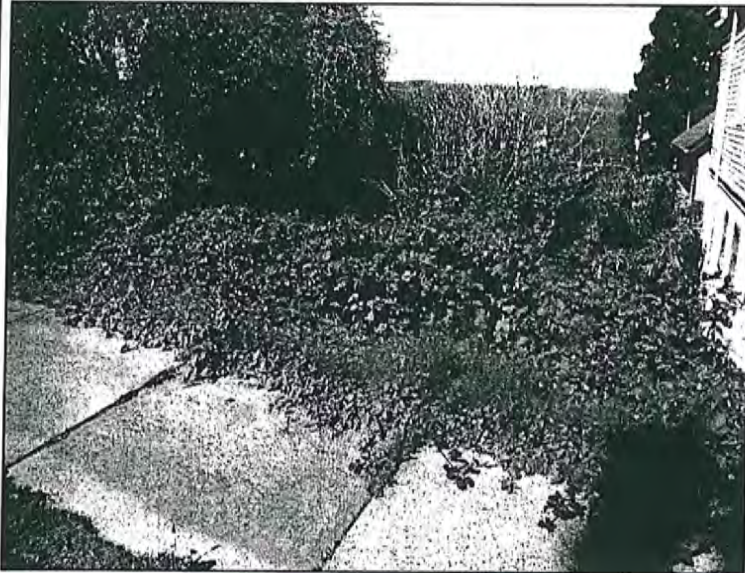
Location Map

Borrower or Owner **Client: City of Astoria**
 Property Address **2XX Commercial Street**
 City **Astoria** County **Clatsop** State **OR** Zip Code **97103**
 Client **City of Astoria**



PHOTOGRAPH ADDENDUM

Borrower or Owner	Client: City of Astoria						
Property Address	2XX Commercial Street						
City	Astoria	County	Clatsop	State	OR	Zip Code	97103
Client	City of Astoria						



**FRONT VIEW OF
SUBJECT PROPERTY**



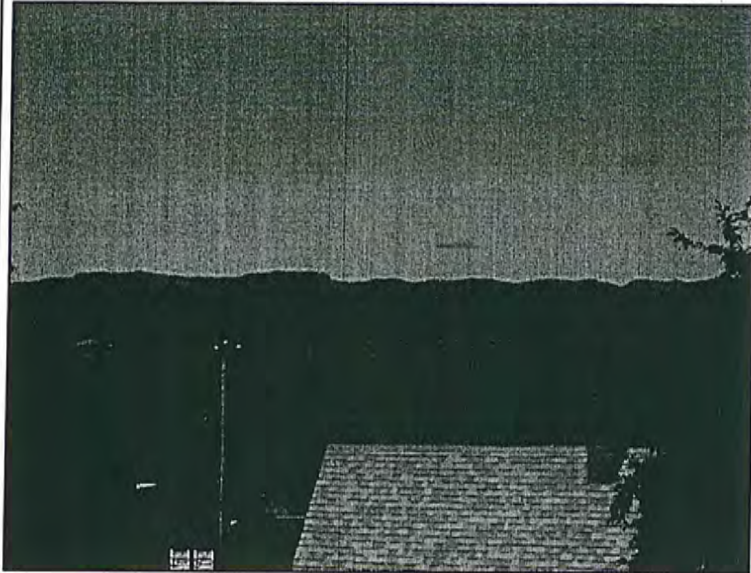
**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

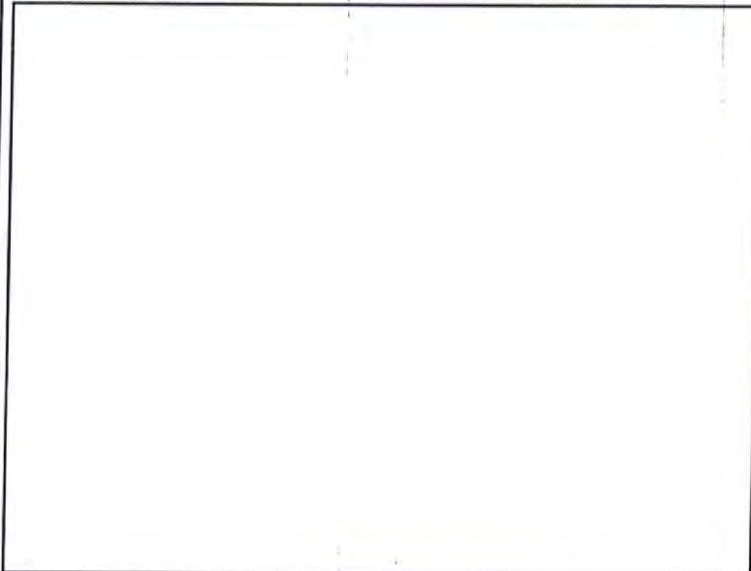
Borrower or Owner	Client: City of Astoria						
Property Address	2XX Commercial Street						
City	Astoria	County	Clatsop	State	OR	Zip Code	97103
Client	City of Astoria						



2XX Commercial Street
View

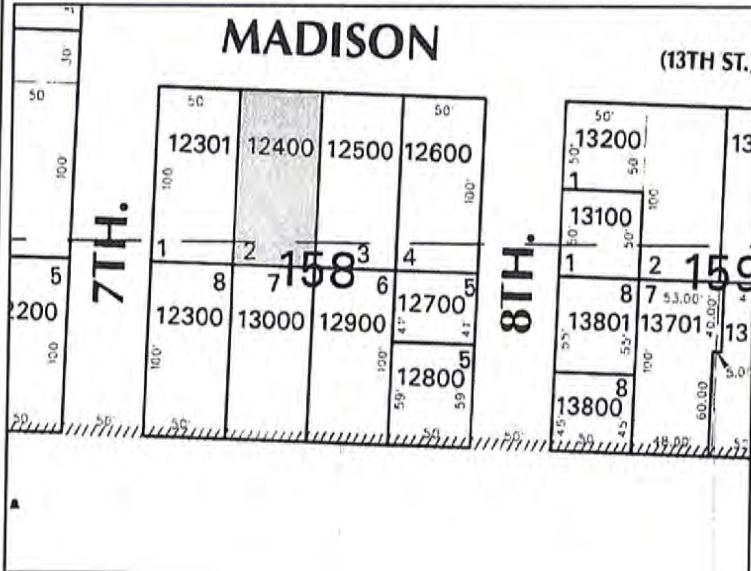


2XX Commercial Street
Alternate Street



PHOTOGRAPH ADDENDUM

Borrower or Owner **Client: City of Astoria**
 Property Address **2XX Commercial Street**
 City **Astoria** County **Clatsop** State **OR** Zip Code **97103**
 Client **City of Astoria**

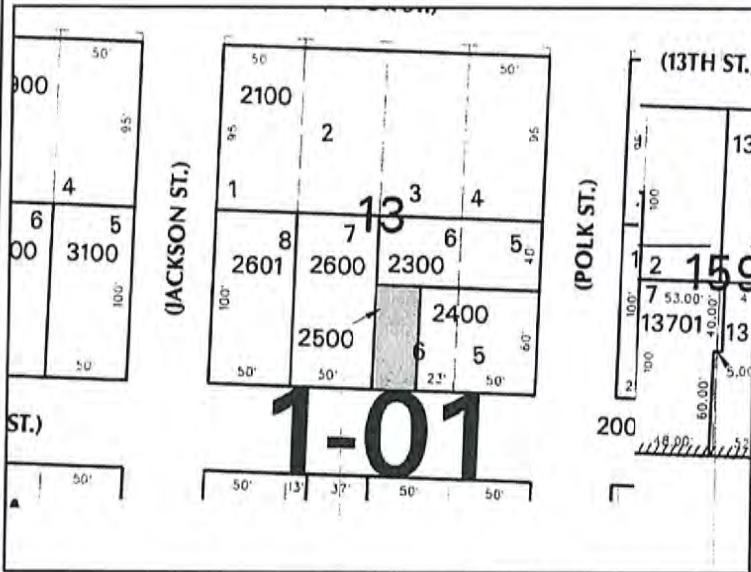


COMPARABLE #1

6XX Madison Ave
 Astoria

Price \$62,500
 Price/SF 12.50
 Date 04/21/2014

Site Area 5000 sf
 Value Indication \$62,500

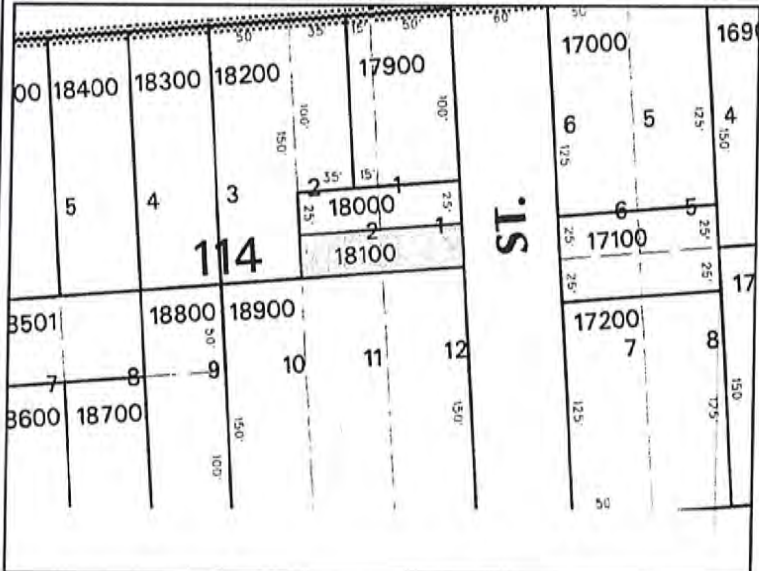


COMPARABLE #2

4XX Bond Street
 Astoria

Price \$1,750
 Price/SF 1.08
 Date 05/22/2015

Site Area 1620 sf
 Value Indication \$1,750



COMPARABLE #3

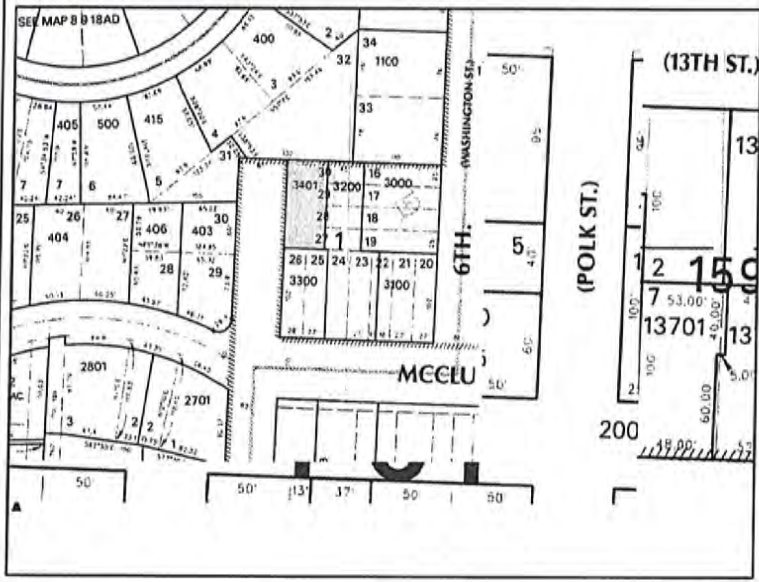
Duane & 16th Street
 Astoria

Price \$6,000
 Price/SF 2
 Date 05/28/2015

Site Area 2500 sf
 Value Indication \$6,000

PHOTOGRAPH ADDENDUM

Borrower or Owner **Client: City of Astoria**
 Property Address **2XX Commercial Street**
 City **Astoria** County **Clatsop** State **OR** Zip Code **97103**
 Client **City of Astoria**



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

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

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

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

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

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

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

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

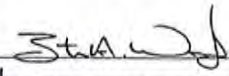
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

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

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

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

APPRAISER

Signature 
 Name Steven A. Weed
 Company Name Steven A. Weed, MAI, SRA
 Company Address P.O. Box 2304
Gearhart, OR 97138
 Telephone Number 503-738-3800
 Email Address _____
 Date of Signature and Report October 5, 2015
 Effective Date of Appraisal September 29, 2015
 State Certification # C000170
 or State License # _____
 or Other (describe) _____ State # _____
 State OR
 Expiration Date of Certification or License 8/31/2017

ADDRESS OF PROPERTY APPRAISED
2XX Commercial Street
Astoria, OR 97103
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 14000
 LENDER/CLIENT
 Name _____
 Company Name City of Astoria
 Company Address _____
1095 Duane St Astoria, OR 97103
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

Borrower or Owner	Client: City of Astoria		
Property Address	2XX Commercial Street		
City	Astoria	County	Clatsop
		State	OR
Lender or Client	City of Astoria		
		Zip Code	97103

PURPOSE OF APPRAISAL

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

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

SCOPE OF APPRAISAL

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

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

DISCLOSURE OF COMPETENCY

The appraiser has the required experience, training, and education to complete the appraisal of the subject property competently. The appraiser has over 25 years of experience in appraising single family residential property in Clatsop and Tillamook Counties and has considerable knowledge in local market conditions. The appraiser's principal area of work is single family residential properties in Clatsop and Tillamook Counties. The appraiser maintains a current, active sales data base using county assessor records, real estate listings, title company records, and the appraiser's own sales files. The report has been prepared as an unbiased, objective value estimate.

HIGHEST & BEST USE

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

ESTIMATED MARKETING TIME

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

MARKET APPROACH COMMENTS

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

RECONCILIATION COMMENTS

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

PERSONAL PROPERTY

No personal property has been valued in this report.

Borrower or Owner	Client: City of Astoria				
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City	Astoria	County	Clatsop	State	OR
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TIME ADJUSTMENT & PROXIMITY OF SALES PROPERTIES

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

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

LOCATION ADJUSTMENT

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

SITE/VIEW

No specific adjustments were made from the limited data set. The sales which were stronger to the characteristics of the subject were ordinarily ranked and selected to develop an indication for the subject property.

OTHER SITE DIFFERENCES

Other site characteristics, such as zoning, street improvements, and topography were considered in the development and final selection of a value for the subject site, but specific adjustments were not made and there were not a sufficient number of sales to support adjustments. It is not considered unusual when there is a unique property with a very limited number of sales to develop a value indication with this method.

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

APPRAISAL IS NOT A SURVEY

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

APPRAISAL IS NOT A LEGAL OPINION

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

APPRAISAL IS NOT AN ENGINEERING OR PROPERTY INSPECTION REPORT

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

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

APPRAISAL IS MADE WITH LIMITED DATA

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

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

ZONING The appraiser has tried to use the most recently available zoning maps to determine the zoning of the subject property. However, no notification is given to the appraiser when zoning changes. Zoning may be different than that stated and may severely limit the possible use of the property. If a property is a legal non-conforming use, it may not be able to have continued residential use if fully or partially destroyed or vacated for any length of time. Zoning has only been checked as it relates to the highest and best use section of this report and any significant question regarding zoning should be addressed to local zoning or land use officials.

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

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

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

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

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

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

Borrower or Owner Client: City of Astoria
Property Address 2XX Commercial Street
City Astoria **County** Clatsop **State** OR **Zip Code** 97103
Lender or Client City of Astoria

Qualifications of Steven A. Weed, MAI, SRA

Professional Affiliations

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

FIRREA Certification & Licensing

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

Education--General & Real Estate Appraisal

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

SREA: An Introduction to Appraising Real Property Exam 101 1973

Principles of Income Property Appraising Exam 201 1974

Narrative Report Writing Seminar Exam R-2 1976

Standards of Professional Practice 1988

AIREA: Single Family Residential Appraisal Exam VIII 1975

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

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

Comprehensive Exam 1985 Basic Valuation Procedures 1988

Standards of Professional Practice Part A Exam SPP-A 1997

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

Representative Clients

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

Employment History

Independent Fee Appraiser, Gearhart, Oregon: 1984 to Present

Appraiser, Clatsop County Assessor, Astoria: 1975 to 1983

Real Estate Salesman, Portland, Oregon: 1972 to 1975

Types of Property Appraised

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

Education Certification

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



R-3: HIGH DENSITY RESIDENTIAL ZONE

2.150. **PURPOSE.**

The purpose of the R-3 Zone is to provide an area for high density residential development not exceeding an average density of 26 units per net acre, accessory uses, and certain public uses. The policies of the Comprehensive Plan, applicable overlay zone standards, and the standards listed below, will be adhered to.

2.155. **USES PERMITTED OUTRIGHT.**

The following uses and their accessory uses permitted in the R-3 Zone if the Community Development Director determines that the uses will not violate standards referred to in Section 2.165 through 2.185, additional Development Code provisions, Comprehensive Plan policies, and other City laws:

1. Single-family dwelling.
2. Two-family dwelling.
3. Multi-family dwelling.
4. Accessory dwelling unit.
(Section 2.155.4 amended by Ordinance 04-10, 11-1-04)
5. Family day care center.
6. Home occupation, which satisfies requirements in Section 3.095.
7. Home stay lodging.
8. Manufactured dwelling in an approved park.
9. Manufactured home. See Section 3.140.
10. Residential facility.
11. Residential home.
12. Transportation facilities.
(Section 2.155 added by Ordinance 14-03, 4-21-14)

2.160. CONDITIONAL USE PERMITTED.

The following uses and their accessory uses are permitted in the R-3 Zone if the Planning Commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in Sections 2.165 through 2.185, additional Development Code provisions, Comprehensive Plan policies, and other City laws:

1. Bed and breakfast, or inn.
2. Boarding or rooming house, or other group housing, not mentioned above.
3. Congregate care facility.
4. Day care center.
5. Manufactured dwelling park.
6. Nursing home.
7. Public or semi-public use.
9. Restaurant as an accessory use to an Inn. See Section 3.230.
10. Temporary use meeting the requirements of Section 3.240.
11. Cluster development meeting the requirements of Section 11.160.

(Section 2.160.11 added by Ordinance 95-05)

2.165. LOT SIZE

Uses in an R-3 Zone which are part of a cluster development will comply with lot size requirements in Section 11.160. Other uses in an R-3 Zone will not violate the following requirements affecting lot size which are applicable to the particular use:

1. The minimum lot size for a single-family dwelling will be 5,000 square feet. Manufactured dwellings in an approved park may meet the requirements set forth in 11.120.
2. The minimum lot size for a two-family dwelling will be 6,500 square feet.
3. The minimum lot size for a multi-family dwelling will be 5,000 square feet for the first unit plus 1,500 square feet for each unit in excess of one.
4. The minimum lot width will be 45 feet.

5. The minimum lot depth will be 90 feet.

2.170. YARDS.

Uses in the R-3 Zone which are part of a cluster development will comply with the yard requirements in Section 11.160. Other uses in the R-3 Zone will comply with the following requirements:

- A. The minimum yard requirements in an R-3 Zone will be as follows:
 1. The minimum front yard will be 20 feet.
 2. The minimum side yard will be five (5) feet, except on corner lots the side yard on the street side will be 15 feet.
 3. The minimum rear yard will be 15 feet, except on corner lots the rear yard will be five (5) feet.
- B. For minimum yard requirements in a manufactured dwelling park, refer to 11.120.

(Section 2.170 amended by Ordinance 95-05)

2.175. LOT COVERAGE.

Buildings will not cover more than 50 percent of the lot area.

2.180. HEIGHT OF STRUCTURES.

No structure will exceed a height of 35 feet above grade.

2.185. OTHER APPLICABLE USE STANDARDS.

1. All uses will comply with applicable access, parking, and loading standards in Article 7.
2. Conditional uses will meet the requirements in Article 11.
3. Signs will comply with requirements in Article 8.
4. All structures will have storm drainage facilities that are channeled into the public storm drainage system or a natural drainage system approved by the

City of Astoria
Development Code

R-3 Zone

City Engineer. Developments affecting natural drainage shall be approved by the City Engineer.

5. Where new development is within 100 feet of a known landslide hazard, a site investigation report will be prepared by a registered geologist. Recommendations contained in the site report will be incorporated into the building plans.
6. All uses except those associated with single-family and two-family dwellings shall meet the landscaping requirements in Sections 3.105 through 3.120.
7. Density of congregate care facilities, which are designed for assisted living for the elderly or handicapped, shall conform to the density of multi-family developments in the zone in which such development is located.
8. Outdoor lighting in residential areas shall be designed and placed so as not to cast glare into adjacent residential properties. The Community Development Director may require the shielding or removal of such lighting where it is determined that existing lighting is adversely affecting adjacent residences.
9. For uses located within the Astor-East Urban Renewal District, refer to the Urban Renewal Plan for additional standards.
10. Group Housing.
 - a. Density.

Group housing resident density is limited to two (2) residents per 1,000 square feet of total gross floor area. Residents include all people living at the site, including those who provide support services, building maintenance, care, supervision, etc. People who only work at the site under a valid Home Occupation Permit (see Section 3.095) are not considered residents. Maximum number of residents per site is limited to 15. Usable outdoor area shall be provided at a ratio of 50 square feet per resident.

- b. Parking.

Where the Community Development Director determines that a group housing facility may require parking in excess of that provided for staff persons, a parking area of sufficient size to provide for anticipated needs shall be provided.