



AGENDA

ASTORIA CITY COUNCIL

December 15, 2014

7:00 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. PRESENTATIONS

- (a) Mark Truax 25 Year Service Pin (Fire)

6. CONSENT CALENDAR

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

- (a) City Council Minutes of 11/17/14
(b) Boards and Commissions Minutes
(1) Historic Landmarks Commission Meeting of 11/18/14
(2) Planning Commission Work Session of 11/25/14
(c) Authorization to Enter into a Two Year Consulting Agreement with Ellis and Associates (Parks)
(d) Library2Go Consortium, OverDrive Participating Library Form (Library)

7. REGULAR AGENDA ITEMS

- (a) Public Hearing regarding Purchase of City Owned Property Adjacent to 1610 Coxcomb Drive (Public Works)
(b) Liquor License Application from Young's Bay Restaurant Seafood & Grill LLC., Nicole Keller and Nick Clark, at 1820 SE Front Street, Astoria for a New Outlet for a Limited On-Premises Sales License and an Off-Premises Sales License (Finance)
(c) Ordinance regarding Vacation of Duane Street 1700 Block (2nd reading & adoption) (Public Works)
(d) Ordinance regarding Amendment Request (A14-04) for Wireless Communication Facilities (2nd reading & adoption) (Community Development)
(e) Resolution to Appropriate Hydroelectric Resources (Finance)
(f) Insurance Buyout for City Employee (Finance)
(g) Performance Agreement for the Yacht Club Apartment Land Partition (Community Development)
(h) Richard Gerttula Request to Trim Trees on City Property (Public Works)
(i) Consider Term Sheet to Proceed with Watershed Carbon Project (Public Works)

- (j) Resolution Transferring Community Development Block Grant (CDBG) Funds to Community Action Team (Finance)
- (k) Consideration of Approval for Wayfinding Concept Plan (Parks)
- (l) Authorization to Apply for Oregon Federal Lands Access Program Grant (Parks)
- (m) Authorization to Apply for National Endowment for the Arts Our Town Grant for Wayfinding Signage on the Astoria Riverwalk (Parks)
- (n) Salary Resolution Implementing Cost of Living Adjustment for Non-represented Employees and Modifying the Title/Job Description of Chief of Police to Include "Assistant City Manager" (City Manager)

3. 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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December 11, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF DECEMBER 15, 2014

PRESENTATIONS

Item 5(a): Mark Truax 25 Year Service Pin (Fire)

Fire Department Driver/Engineer Mark Truax will be presented with his 25 year service pin.

CONSENT CALENDAR

Item 6(a): City Council Minutes of November 17, 2014

The minutes of the City Council meeting of November 17, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Boards and Commissions Minutes

The minutes of the (1) Historic Landmarks Commission meeting of November 18, 2014, and (2) Planning Commission Work Session of November 25, 2014 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(c): Authorization to Enter into a Two Year Consulting Agreement with Ellis and Associates (Parks)

Since 2008, the City of Astoria has contracted with Ellis and Associates to provide professional aquatic safety and risk management services at the Astoria Aquatic Center. The current contract expires on December 31, 2014 and can be renewed with a two year term from January 1, 2015 – December 31, 2016. Ellis and Associate's Comprehensive Aquatic Risk Management Program provides licensed accountability, vigilance awareness, the unannounced audit program, and satisfaction of the Model Aquatic Health Code module 6.0.1. It is recommended

that Council enter into a two year consulting agreement for professional aquatic safety and risk management services through Ellis and Associates.

Item 6(d): Library2Go Consortium, OverDrive Participating Library Form (Library)

Astoria Public Library joined the Oregon Digital Library Consortium's (ODLC) Library2Go service in 2008. Participation in the ODLC provides Astoria Library cardholders access to the electronic content of the ODLC and greatly enhances the Astoria Library's ability to supplement its other services and collections. Astoria users downloaded 4,449 items in 2013/2014. Fees for this consortium have remained relatively steady since its inception. In 2015/2016, however, ODLC renegotiated its contract with OverDrive (the service provider), resulting in an increase of 25% in fees. The total cost of participation in Fiscal Year 2015/2016 will be \$3173.19, an increase of \$634.64. Fee increases of approximately 25% per year can be expected for the next three years. The agreement, effective July 1, 2015 and covering three years, has been reviewed and approved as to form by the City Attorney. It is recommended that Council authorize the City Manager to sign the OverDrive Digital Library Reserve Consortium: Participating Library Form, effective July 1, 2015 for a term of three years from the effective date.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing regarding the Purchase of City Owned Property Adjacent to 1610 Coxcomb Drive (Public Works)

The City has received a request from William Armington to purchase a City owned parcel adjacent to 1610 Coxcomb Drive to provide additional yard space and protect his views. The property is approximately 12,326 square feet and located directly east of the applicant's property. The applicant has requested to purchase Lot 2 and the vacated portion of Madison Avenue which is approximately 8,200 square feet. The parcel is not included within the Astoria Column Park boundaries. At their December 1, 2014 meeting, the Astoria City Council acted to schedule a public hearing on the proposed property sale on December 15, 2014 at 7:00 p.m. It is recommended that the Astoria City Council conduct the scheduled public hearing, and if deemed appropriate, approve the sale of City-owned property adjacent to 1610 Coxcomb to William Armington.

Item 7(b): Liquor License Application from Young's Bay Restaurant Seafood & Grill LLC., Nicole Keller and Nick Clark, at 1820 SE Front Street, Astoria for a New Outlet for a Limited On-Premises Sales License and an Off-Premises Sales License (Finance)

Nick Clark and Nicole Keller have applied for a limited on premise and off premise sales license for a premise located at 1820 SE Front Street (Formerly known as Tide Point) for a restaurant named Young's Bay Restaurant and Grill. At the December 1, 2014 meeting, staff recommended denial of the license because of questions that existed at the time of the meeting. Since that meeting, the

applicants have answered these questions. Staff now recommends approval of this license.

Item 7(c): Ordinance regarding Vacation of the 1700 Block of Duane Street (2nd reading & adoption) (Public Works)

On December 2, 2013, the City vacated a portion of the 1700 Block of Duane Street adjacent to the Columbia River Maritime Museum (CRMM) storage area at 1777 Marine Drive. At that time, there was discussion concerning possible vacation of the remaining west portion of Duane Street that is adjacent to the Maritime Texaco Station property at 1701 Marine Drive and the Moose Lodge at 420 17th Street. Subsequently, staff met with representatives of both the Maritime Texaco Station and the Moose Lodge concerning the possible vacation of the portion of Duane Street adjacent to their properties. Both parties expressed interest and have submitted applications to the City.

The proposed vacation would provide the Maritime Texaco Station with a 10' x 100' portion of the street, as previous owners acquired the 20' x 100' section of the street in 1944. The Moose Lodge would acquire a 30' x 100' portion of the right-of-way. Staff has reviewed the request and has determined that the area to be vacated does not appear to have any future potential as an access route; however, staff believes it would be in the best interest of the City to reserve easement rights on the vacated area for any existing and/or potential future utilities. At their meeting of December 1, 2014, the City Council conducted a public hearing and the first reading of the ordinance of vacation. At their meeting of December 1, 2014, the City Council conducted a public hearing and the first reading of the ordinance to vacate the right-of-way. It is recommended that the Astoria City Council conduct the second reading and adopt the ordinance to vacate a portion of the Duane Street right of way.

Item 7(d): Ordinance regarding Amendment Request (A14-04) for Wireless Communication Facilities (2nd reading & adoption) (Community Development)

In 2002, the City adopted a Wireless Communication Facility Ordinance to address where and how communication towers and antennae could be located within the City. For aesthetic purposes, lattice towers were prohibited requiring that any new communication towers be monopoles. The ordinance provided that "public emergency communication" facilities were not subject to the requirements of the code to facilitate public safety; however, the code did not address co-location of a private provider with a public emergency communication facility, and therefore if a public emergency communication tower includes private providers, then it would be required to be a monopole construction. The current public emergency communication facility and Verizon private facility located on Coxcomb Hill adjacent to the Astoria Column are proposed to be relocated. The public emergency equipment is proposed to be co-located on the proposed Verizon tower in the forested Land Reserve area above Irving Avenue near Reservoir 3 and would therefore include both private and public facilities. Due to the type of facilities needed for public emergency communication services, and in order to

allow co-location by other private providers, the tower needs to be fairly substantial in construction. The tower would need to be approximately 150' tall to accommodate quality two-way radio coverage. A lattice tower would provide the needed height and space on the tower for co-location of private provider antennas and allow for quicker repairs to emergency communication outages. If the tower were used only for emergency service facilities, the existing code would not apply and they would be allowed to install a lattice tower; however, since the tower will have co-location of private providers, it is subject to the Wireless Communication Facility Ordinance which prohibits lattice towers. By co-locating both public and private facilities, the number of towers is reduced and only one tower would be required at Reservoir 3 site. Therefore, staff has initiated a proposed code amendment to allow lattice towers in the LR Zone and only if they also accommodate an emergency service facility regardless of additional co-location by private providers. The intent of the original code was to prevent a forest of cell towers and to maintain the visual quality of the Astoria skyline. Since the tower could be lattice if it was only for emergency services, and since co-location would reduce the need for additional towers, it would be consistent with the intent of the code to allow a co-located emergency service tower to be a lattice tower.

At its October 28, 2014 meeting, the Astoria Planning Commission held a public hearing and recommended that the City Council adopt the proposed amendment. A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission are attached. Also attached to this memo is the proposed ordinance. The Council held a public hearing and first reading of the ordinance at the December 1, 2014 meeting. If the Council is in agreement with the recommendation of the Planning Commission to adopt the ordinance, it would be in order for Council to hold a second reading and adopt the Ordinance.

Item 7(e): Resolution to Appropriate Hydroelectric Resources (Finance)

At the meeting of July 21, 2014 Council authorized a bid for the construction of the hydroelectric project at the City's water headworks. At the time staff indicated that the City has commitments for grants in the amount of \$399,600. The grant agreements have been finalized. As this project is now initiated and in process, it is necessary to adjust the Public Works Improvement Fund (PWIF) budget by appropriating these resources. The attached resolution appropriates grant resources in the amount of \$399,600 to the Water Rehabilitation / Replacement line item of the PWIF for the hydroelectric project. It is recommended that Council consider approving the attached resolution that appropriates \$399,600 to the Water Rehabilitation / Replacement line item of the Public Works Improvement Fund.

Item 7(f): Insurance Buyout for City Employee (Finance)

In the early 1980s the City entered into an employment agreement with the Public Works employees to provide up to 60 months of post-retirement health insurance for those employees meeting certain date and eligibility requirements. This agreement was made in lieu of a cost of living increase at that time. The City

negotiated an agreement to terminate this benefit for employees hired after July 1, 1990, for this employee group. Kenneth Yuill, Senior Utility Technician, qualifies for this benefit and anticipates retiring effective January 2, 2015. Mr. Yuill has requested that the City consider buying out the health insurance benefit of 31 months that he is due under the Public Works Employment Agreement. Staff has been discussing an option for a buyout with him. Mr. Yuill certifies that he has adequate health insurance coverage through an alternative program. The total value of the retirement insurance benefit for Mr. Yuill is \$54,492.42. Subject to Council approval, staff has been discussing an agreement with Mr. Yuill to take a one-time cash payment of \$27,246.21 in lieu of the total 31 months of health insurance. Under this tentative agreement the City's cost is reduced by 50%. It is recommended that Council consider accepting this agreement and to allow the City Manager to formalize and sign the necessary documents.

Item 7(g): Performance Agreement for the Yacht Club Apartment Land Partition (Community Development)

At its September 2, 2010 meeting, the Astoria Planning Commission approved the Final Plat for Subdivision Request (SP10-01) by Richard Krueger to subdivide an area at 1310 West Marine Drive. A condition of that approval was that the developer either complete certain items prior to recording of the Final Plat or enter into a Developer's Performance Agreement which includes posting a bond guaranteeing that work will be completed. Phase I of the project has been substantially completed with the construction of the apartment building and associated infrastructure. Phase II of the project will include completion of the remaining infrastructure and construction of the second apartment building. Work has begun on Phase II. Prior to recording the Final Plat, the developer would need to complete several items such as water and sewer mains, access roads, landscaping, etc. The developer has chosen to enter into the Performance Agreement for the remaining items to allow the Final Plat to be recorded. Therefore the developer will post a bond or cash in the amount of \$107,390 guaranteeing that all work will be completed in accordance with the approved Subdivision and to the City's standards. Assistant City Engineer Nathan Crater has reviewed and approved the agreement and amount of the bond. Additionally, City Attorney Blair Henningsgaard has reviewed and approved the form of the attached Agreement. The Performance Agreement is attached for City Council review and action. It is recommended that the City Council approve signing the Performance Agreement with Richard Krueger for completion of the Yacht Club Apartments Subdivision.

Item 7(h): Richard Gerttula Request to Trim Trees on City Property (Public Works)

Richard Gerttula has submitted an application to trim trees on City property. The City- owned property is to the north of Mr. Gerttula's property at 404 W Lexington and includes Tax Lot 7300, Map 80918BB. Mr. Gerttula was able to obtain a signature from one of the property owners at 380 West Grand. The other two adjacent property owners (376 West Grand and 403 Floral) were notified by mail that this request is going to be discussed at the December 15, 2014 meeting. The

trees to be trimmed are eight Spruces with a diameter of about 28". These trees have been trimmed in the past. This lot is within a 100 feet of a known slide zone. The applicant has had a certified arborist review the proposed activity. Based on these reports, and from a technical standpoint, staff does not see any reason why the tree trimming should not be allowed. Based on the analyses provided by the professional consultants representing the applicant and staff's visit to the site, it is recommended that the request to trim trees on City property be approved.

Item 7(i): Consider Term Sheet to Proceed with Watershed Carbon Project (Public Works)

In September 2014, staff solicited proposals for the Watershed Carbon Credit Project in the Astoria Watershed. A Request for Proposals (RFP) was sent to seven potential carbon purchasers. Staff received one proposal (term sheet) to purchase carbon credits from The Climate Trust (TCT), an Oregon-based not-for-profit organization. The Emission Reduction Tons (ERT's) of carbon would be purchased over a 10 year period, beginning in 2015. The credits would be registered under the Improved Forest Management (IFM) methodology with the American Carbon Registry (ACR).

Based on the initial estimate of carbon credits available, a total of 175,000 credits could be sold over a 10 year period. The first year credit is given for current standing inventory which results in 45,000 tons of available credits. The subsequent years are based on the growth of the forest which results in an average of 14,500 credits per year. It is proposed that the credits be split into two categories. The first category would be firm delivery at 75% of the potential credits available and the second category of contingent credits at 25%. This flexibility allows the City to adjust timber harvest without penalty for failure to deliver firm credits. The average price per credit for IFM credits was \$7.60 for calendar year 2013. The Watershed Carbon Project has attributes that warrant a price above average. TCT has recognized this and offered a price of \$10.00 for firm credits and \$9.00 for contingent credits.

The first year of the project would require project development, credit verification and registry of the credits. The first year gross proceeds are estimated at \$438,750 with net after development expenses, at \$358,750. The subsequent nine years of the purchase agreement with TCT would result in an annual average net value to the City of \$130,000. Upon approval of the terms of purchase, the City will prepare a project development document which includes a detailed carbon profile, verify and register the credits with the ACR. Staff will also develop a carbon project budget for Council's review. TCT will prepare a contract for purchase to be reviewed for approval by the City. The process will take approximately six to 12 months to complete. This project would be structured to allow the City to adjust to potential changes in climate or timber market trends. It is recommended that Council approve The Climate Trust Term Sheet and proceed with the Watershed Carbon Project development, and authorize the Mayor and City Manager to sign the document.

Item 7(j): Resolution Transferring Community Development Block Grant (CDBG) Funds to Community Action Team (Finance)

In 1974 the federal government established a program to provide grants to states for low to moderate income loans to support rehabilitation of residential properties. The Community Action Team (CAT) is the regional agency that administers the loans. The City has participated in this housing rehabilitation loan program since 1994 and has been the conduit for grants from the federal government to CAT in the amount of \$1,850,000.

“Miscellaneous income” proceeds relate to grants made before 1993. Loans repaid from these pre-1993 grants lose their federal requirements. “Miscellaneous Income” can be used by the City for its own purposes. “Program Income” relates to grants made after 1993. The loans repaid from these grants must be used for the purposes of the original federal grants. As of June 30, 2014 the loan receivable balance due for “Miscellaneous Income” loans is \$168,217.07 and for “Program Income” loans is \$264,429.38

The State of Oregon provides oversight through the Community Development Block Grant (CDBG) program. In May 2012 CDBG administrators ruled that if it is anticipated that there will not be enough activity to continue to roll the loans over, then either 1- the “Program Income” should be turned over to the State level CDBG program or 2- it can be transferred to CAT for continued use in the Regional Housing Rehabilitation Loan Program.

Pursuant to the State’s requirement, CAT has established a revolving loan fund that meets the State’s requirements as a depository for the remaining “Program Income” resource. CAT has requested that the City transfer the “Program Income” receivable of \$264,429.38 to CAT to use for the purpose of assisting low to moderate income households by providing home rehabilitation services.

Under this agreement the current “Miscellaneous Income” receivable of \$168,217.07 would become the property of the City. CAT would continue to administer these loans and transfer proceeds of repayments of this receivable to the City as they are made when properties are sold or transferred. Staff recommends that the “Miscellaneous Income” receivable be transferred to the Capital Improvement Fund as a resource for this fund as the loans are repaid and that the Housing Rehabilitation Fund be terminated.

The agreement has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended that Council consider accepting the agreement with Community Action Team (CAT) to transfer the “Program Income” receivable to CAT in the amount of \$264,428.38. It is recommended further that the “Miscellaneous Income” receivable of \$168,217.07 be transferred to the Capital Improvement Fund as its resource and that the Housing Rehabilitation Fund be terminated.

Item 7(k): Consideration of Approval of Wayfinding Concept Plan (Parks)

In partnership with the Astoria Downtown Historic District Association (ADHDA) the Parks and Recreation Department is working to incorporate wayfinding signage from the Riverwalk throughout downtown. The Parks and Recreation Department in coordination with the ADHDA Design Committee has consulted the assistance of GREENWORKS, a Portland based Landscape Architecture and Environmental Design Company to lead the community through a public process of schematic design and deliver a Wayfinding Concept Plan. The Pedestrian Wayfinding Concept Plan, including Riverwalk Pedestrian Directional Signage, Downtown Pedestrian Directional Signage, Trailhead Maps, and Interpretive Signs that would extend from Uniontown, Downtown, Uppertown, to Alderbrook, and notes from public meetings are attached for your review. The Astoria Parks and Recreation Board and the Astoria Downtown Historic District Association Board recommend approval of the Pedestrian Wayfinding Concept Plan. It is recommended that City Council approve the Pedestrian Wayfinding Concept Plan.

Item 7(l): Authorization to Apply for Oregon Federal Lands Access Program Grant (Parks)

The Western Federal Lands Highway Division (WFLHD) of the Federal Highway Administration is soliciting for capital improvement, enhancement, surface preservation, transit, planning, and research proposals to receive funds through the Oregon Federal Lands Program in fiscal years 2017 through 2019. The purpose of the Federal Lands Access Program (FLAP) is to provide safe and adequate transportation access to and through Federal Lands for visitors, recreationists, and resource users. Astoria Parks and Recreation is seeking the FLAP grant to assist with the costs associated with installing wayfinding signage along the Astoria Riverwalk. The City of Astoria may apply for this grant in consideration with the "Enhancements" proposal of the grant. These proposals are road and trail related that would allow the City to build wayfinding signage that direct residents and tourists to Federal Lands such as National Parks. It will also assist with providing safe and adequate signage that directs the community and tourists to safe access to trails and to downtown. Astoria Parks and Recreation will be seeking a \$200,000 grant for the costs of creating and installing directional and interpretative signage. FLAP requires matching funds of 10.27% of the total proposed cost. The match includes "soft matches" or "in-kind matches" such as donated property, materials, and services. The Astoria Parks and Recreation Department proposes that the 10.27% match come from staff time devoted to the project. It is recommended that City Council approve the application for FLAP to help pay for the costs associated with Riverwalk wayfinding signage.

Item 7(m): Authorization to Apply for National Endowment for the Arts, Our Town Grant for Wayfinding Signage on the Astoria Riverwalk (Parks)

The National Endowment for the Arts was created in 1965 by the United States Congress as an independent agency to promote and support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The "Our

Town” grant through the NEA was created to support creative place-making in a community that contributes to the livability of a community. Astoria Parks and Recreation is seeking the NEA’s Our Town grant to assist with the costs associated with installing wayfinding signage along the Astoria Riverwalk. Astoria Parks and Recreation believes that with the artistic elements included on the directional signage that potentially includes Native American iconography, the community’s investment in historic preservation, along with increasing tourism to the City of Astoria, it poises the Department favorably amongst the selection committee. In particular, the Department is requesting a \$50,000 grant that would go towards the installation of five 10 ft. high obelisks that would act as pedestrian directional signage as well as two trailhead maps for \$100,000. The Our Town grant requires a non-federal match of at least 1 to 1 which may include cash or a combination of cash and in-kind contributions. It is suggested that the Promote Astoria Fund provide a \$30,000 cash match and the Parks and Recreation Department provide a \$20,000 in-kind match to satisfy the 1 to 1 non-federal match requirement. Currently, Astoria Parks and Recreation will be receiving a letter of support from Senator Jeff Merkley, Astoria Downtown Historic District, Astoria Riverfront Trolley and Astoria Visual Arts. It is recommended that City Council approve the application for the National Endowment of the Arts Our Town grant to help pay for the costs associated with Riverwalk wayfinding signage.

Item 7(n): Salary Resolution Implementing Cost of Living Adjustment for Non-represented Employees and Modifying the Title/Job Description of Chief of Police to Include “Assistant City Manager” (Finance)

The following adjustments to the Salary Resolution are proposed: The first adjustment relates to the Cost of Living Adjustment (COLA) of 2.5% for the Non-represented employees retroactive to July 1, 2014. The second change relates to the promotion of Brad Johnston to the position of Chief of Police/Assistant City Manager. While the change affects Chief of Police/Assistant City Manager’s range of responsibilities, no modification to the salary range is proposed other than the above mentioned COLA. It is recommended that Council approve the Salary Resolution implementing the proposed adjustments as described above and approve the job description for Chief of Police/Assistant City Manager.



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

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

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

Councilors Excused: None

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

Mayor Van Dusen reported that an editorial, titled "Why the Silence from the County?" had been published in today's edition of *The Daily Astorian*. The editorial stated investigation of ballot mistakes made during the election was not mentioned at the Clatsop County Commission meeting. He agreed with a statement in the editorial that said sometimes the most important thing for an elected leader to do is to state the obvious. The truth and transparency matter in government. He was proud of the City Council for always working hard to be transparent and speaking about the obvious. Therefore, he decided to discuss the District Attorney Josh Marquis versus City of Astoria lawsuit. The lawsuit was recently heard by the Oregon Court of Appeals and Mayor Van Dusen believed the ruling should be discussed in an open meeting on public record.

- He gave a brief history of the case, which has been ongoing for several years. The City was asked by District Attorney Marquis to turn its Driving Under the Influence of Intoxicants (DUII) cases over to the Circuit Court. Mayor Van Dusen, then City Councilor Blair Henningsgaard, Sheriff Tom Bergen, and District Attorney Marquis met to discuss the request, which was made in an attempt to save enough money to put a Police Officer on the drug task force. Staff researched the potential savings and found the City would not have near enough funds to hire an additional officer. Councilor Warr said he recalled there would have been no savings at all. Mayor Van Dusen continued, saying that then District Attorney Marquis asked the City to hand over its DUII cases because some cases had been poorly handled and that doing so would serve the public better. When the City requested a report of the poorly handled cases, the City was presented with a report that had many mistakes, included cases from Seaside and non-DUII cases, and did not include any credible evidence that any DUII cases in Astoria had been mishandled.
- When the Oregon Legislature introduced a bill, the City testified that Astoria had control over its municipal court and could handle DUII cases. This bill died. Then, District Attorney Marquis demanded Astoria turn its DUII cases over to the Circuit Court, but Astoria decided to retain control of its municipal court and keep the DUII cases in Astoria. At this point, District Attorney Marquis filed a lawsuit against the City of Astoria. Judge Norblad made a ruling that was difficult to understand, saying that District Attorney Marquis could prosecute the DUII cases in municipal court. The decision was appealed to the Oregon Court of Appeals, who ruled last week. City Council received a summary of the ruling from City Attorney Henningsgaard, which stated the City of Astoria won the lawsuit. Mayor Van Dusen has been congratulated by State Representatives and Senators, city attorneys, and others. He did not understand why the rest of the state was so interested in the lawsuit because wording in the ruling states the decision only applies to the City of Astoria and the Clatsop County District Attorney's office. He has also been congratulated that the District Attorney's office must pay Astoria's court costs, which was an unusual decision by the Court of Appeals.

Councilor Mellin asked how much the lawsuit cost the City, County, and District Attorney's office, and said she wanted to see a financial statement. Councilor Warr asked how the City would collect reimbursement for court costs.

City Attorney Henningsgaard explained that court costs are defined very specifically by the Court of Appeals. The City can recover its filing fee, costs of copying briefs, and a prevailing party fee of \$100. However, the City does not have to pay other court costs because it is a public entity. The total court costs that Astoria will collect will be about \$150. This is not a significant amount, but the ruling is significant because the Court of Appeals generally awards costs only when emphasizing who won the lawsuit. Most of the time, the Court of Appeals simply waves costs.

- He explained that there are two separate court systems in Astoria, the municipal court system and the State court system. The Legislature has said there is concurrent jurisdiction between the two courts, so offenses

against City ordinances can be filed and prosecuted in either court. Legislative history suggests that the Legislature intended for a police officer to have the authority to decide which court a case should be tried in. In this case, the Astoria Police Department has a policy that dictates where a case will be filed. Therefore, the officer in the field does not have discretion, but is obligated to follow policy. According to the policy, most DUII cases are filed in municipal court. Serious DUII cases that involve injuries or minor children and felonies are filed in circuit court. This case between Astoria and the District Attorney's office questioned what should happen when the District Attorney wants to prosecute a case that the Astoria Police Department filed in municipal court. The Attorney General's Office, on behalf of the District Attorney, made the argument that when such a conflict occurred, the authority of the City Attorney must yield to the authority of the District Attorney. The Court of Appeals responded by saying there was no legal support for that argument. After reviewing statutes and constitutional provisions cited by the District Attorney, the Court of Appeals concluded that the authority of the City Attorney and District Attorney is concurrent, like the jurisdiction of the State and municipal courts. Neither prosecutor is subservient to the other. The City Attorney cannot pull a case out of circuit court, the District Attorney cannot pull a case out of municipal court, and cases are to be prosecuted where they are filed.

Mayor Van Dusen confirmed that the City of Astoria's municipal court has the jurisdiction to handle the DUII cases and that City Council could decide to turn a case over to the circuit court. He asked why City Attorney Henningsgaard thought the League of Oregon Cities and other entities in the state were so interested in this case.

City Attorney Henningsgaard said this case affects other entities because the Court of Appeals made certain interpretations of the State's statutes and constitution. Those interpretations will be applicable to any other similar conflict that could arise in the state. He believed groups like the League of Oregon Cities were interested because there is a tension between state authority and local home rule authority throughout the state. Cities, in particular, like to assert their independence from state control. The District Attorney is a state officer, so this ruling is a victory for local control as opposed to state control. In response to Councilor Mellin, he said he had no idea what Clatsop County paid to prosecute the case or defend the appeal. Astoria paid City Attorney Henningsgaard around \$40,000.

Mayor Van Dusen directed Financial Analyst Snyder to research the costs immediately. Financial Analyst Snyder excused himself from the meeting to obtain the information. Mayor Van Dusen noted that the costs were important and the citizens should know how much was spent. Financial Analyst Snyder returned to the meeting and stated the City spent \$38,667.02 on the lawsuit with the District Attorney.

Councilor Warr said this issue first came up at a City Council meeting the summer of 2010, where District Attorney Marquis asked the City to turn the cases over to the Circuit Court. He recalled District Attorney Marquis saying that he knew he did not have the authority to demand the cases be turned over. Yet, a couple of years later, the City was being sued. He admitted that he could be wrong about District Attorney Marquis's comment and asked if anyone else remembered what was said at that meeting.

Mayor Van Dusen said this issue had begun prior to 2010 and he did not remember the specific statement; however, he remembered, and City Attorney Henningsgaard confirmed, that a Department of Justice staff member was of the erroneous opinion that the District Attorney's position was correct. This added to the confusion. He congratulated City Attorney Henningsgaard for doing an excellent job, noting that his one-person law firm took on the county's largest law firm and the State of Oregon.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Warr reported that prior to the City Council meeting he had talked with Roger Warren, one of his constituents and member of a neighborhood committee, who was concerned with traffic that has already begun to increase in anticipation of the Goonies 30th Anniversary in 2015. The neighborhood committee met earlier that day, but he was unable to attend. He was told someone at the meeting said the Goonies House was a semi-commercial enterprise because the homeowners collect donations, which they state are used to pay taxes. Many people at the meeting agreed that because the house is a semi-commercial enterprise, the City should do some planning. He noted he was only forwarding information and had no opinions about the issue. Neighbors have counted the number of people visiting the Goonies House, which is about 800 people per day on weekends. The house has brought a huge amount of traffic to a street that does not go

through. He has lived four houses away from the Goonies house for 16 years and agreed there were some concerns. He enjoyed the Goonies fans, but this was not how all of his neighbors felt.

Item 3(b): Councilor Herzig reported that he and other members of the community, including Karin Temple and Larry Allen, decided to open a warming center in Astoria. Over \$800 has already been raised and people are donating supplies. Grace Episcopal Church has volunteered to be the fiscal sponsor. Support from the community has been overwhelming and humbling. He planned to add further discussion of the warming shelter to the agenda.

Item 3(c): Councilor Mellin No report.

Item 3(d): Councilor LaMear reported that she was excited to have been elected Mayor. That morning, she attended a meeting for the Start Making a Reader Today (SMART) Program, which is a statewide program that receives little support on the north coast. She believed SMART had plenty of volunteers, but needed monetary support and sponsors. The program is a one-on-one reading program with primarily kindergartners. Early childhood literacy is extremely important and getting kindergartners ready to read can change a lot of lives. The program in Clatsop County is currently being offered to kindergartners at Astor School. SMART wants to get businesses and sponsors involved because the program costs about \$300 per student. Volunteers read with students one-on-one and give the children books. Most of the students never see books unless they receive one through the program. She hoped SMART's need for support would receive publicity. The program has been going for a while, but has lost steam. People that have been reading to children tend to drop out after two or three years and it is difficult to get new people to join the program. She planned to work towards rejuvenating the program in the area.

Item 3(e): Mayor Van Dusen No report.

CHANGES TO AGENDA:

Councilor Herzig requested Regular Agenda Item 7(a)(1): Request for Conditional Approval of the Astoria Warming Shelter be added to the agenda. City Council approved the agenda with changes.

PRESENTATIONS:

Item 4(a): Parks CHIP-in Program

Parks and Recreation Director Angela Cosby and Volunteer Coordinator Janice O'Malley Galizio made a presentation reviewing the implementation and first year of the Citizens Helping Improve Parks (CHIP-in) Volunteer Program and briefly overviewed of next year's scheduled activities. The presentation included a video that highlighted the volunteers that participated in the program and a complete list of donors and sponsors. In its first year, CHIP-in volunteers cleaned and improved the following parks:

Children's Park at 6 th and Commercial	Tapiola Park
Alderbrook Playground	Fred Lindstrom Memorial Park
Shively Park	The Riverwalk, as part of the Love Your Columbia Event
Violet LaPlante Park	McClure Park
The playground across from Star of the Sea	Oceanview Cemetery

Ms. O'Malley Galizio added that Clatsop Behavioral Health sponsored Children's Park. She gave details about the work done at each park, noting the number of volunteers and naming the various groups the volunteers represented. She told the story of two boys who were reluctant to volunteer, but ended up working all day, picking up trash and shoveling wood chips. Over 250 people have volunteered, picking up over 2,500 pounds of trash, 26,800 pounds of yard debris, 270 yards of cedar chips, and raising almost \$7,000 since the program began.

- She gave details about work that needs to be done in other parks, noting which parks were being considered for the following year. She would like the CHIP-in program to host an anti-litter campaign to kick off the next season. The program will focus on finding more groups and businesses to sponsor parks and clean-up parties. Recruiting volunteers and seeking donors will continue in the next year as well.

Councilor LaMear said it seemed like a lot of work still needed to be done at Oceanview Cemetery and asked if there were plans to work at the cemetery again. Director Cosby said the Parks Department was planning to do work in the late spring right before Memorial Day.

Councilor Mellin said she has served on the Parks Board for the last four years and has had a ball. She had also taken a lot of photos during the clean-up events and planned to give her photos to the Parks Department. The CHIP-In program has been very successful and brought out people who may have never thought they would be cleaning up a park.

Councilor Herzig said the CHIP-in volunteers did great work. He asked what was done with the yard waste. He understood that separating invasive species may be too much, but suggested the Parks Department create a city compost. Director Cosby said staff would love to compost, but the Parks Department does not have the resources. Staff has discussed the possibility of turning cut trees into wood chips that can be used in the parks. However, much of the waste removed is invasive. She said staff would continue to work towards composting. Most of the yard waste is taken somewhere to be composted and the garbage goes to Recology.

Councilor LaMear said while she worked on the Riverwalk clean up, she met a lot of people from Mill Pond. Meeting new people from various parts of the city is another advantage of volunteering for the CHIP-in program. She thanked staff for making the program great.

City Manager Estes reported that on Friday, November 7, 2014, an announcement had been made that he promoted former Deputy Chief Brad Johnston to Police Chief. Mr. Johnston has also been appointed Assistant City Manager. He looked forward to working with Mr. Johnston in the City Manager's Office.

Police Chief/ Assistant City Manager Johnston said the support he has received has been humbling.

Deputy Fire Chief Gascoigne said Fire Chief Ames was scheduled to have surgery the following morning. Mayor Van Dusen added that Chief Ames would be having hip replacement surgery.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

6(a) City Council Minutes of 10/20/14

6(b) City Council Special Meeting Minutes of 10/27/14

6(c) Resolution Appropriating Funds for Street End Grant Match (Finance)

6(d) Authorization for a Nike, Inc. Grant Application to Provide Fitness Tracking for Astoria Parks and Recreation Wellness Challenge Participants (Parks)

Councilor LaMear requested Item 6(c): Resolution Appropriating Funds for Street End Grant Match be removed for further discussion.

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

Item 6(c): Resolution Appropriating Funds for Street End Grant Match (Finance)

Councilor LaMear explained that this allocation of funds was necessary because the Promote Astoria Fund did not have enough money to cover the City's match, which concerned her. She asked where the funds were being allocated. City Manager Estes said this item was brought to City Council in September 2014. City Council had decided to allocate about \$206,000 towards the match. Half of these funds will be reimbursed from future Surface Transportation Funds. The decision to allocate these funds was made after the budget had been adopted, making this resolution necessary.

Councilor Herzig asked how much money was currently in the Promote Astoria Fund. Financial Analyst Snyder said the balance was about \$700,000. He explained there was a difference between having resources and allocating those resources. When the 2014-15 Budget was developed, \$346,000 was allocated to the ending fund balance as a contingency. Some of this contingency, about \$200,000, is being moved to a line item that will allow for the approval to spend the funds. Councilor Herzig added that City Council believed the funds should

come from the Promote Astoria Fund because the money is being used to repair street end structures along the Riverwalk, which is an important tourist attraction.

Director Cook confirmed for Mayor Van Dusen that the grant would be \$8.2 million.

Mayor Van Dusen said Councilor Herzig was correct and explained that the street end structures are actually bridges. Funding must be used to rebuild bridges, so the City must acknowledge that the structures over the river at the end of each street are bridges. If the structures had not been defined as bridges, the City would not have qualified for the funds.

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

REGULAR AGENDA ITEMS

Item 7(a)(1): Request for Conditional Approval of the Astoria Warming Shelter

The addition of this item was approved during Item 4: Changes to the Agenda.

Councilor Herzig said credit for this discussion should go to Terry Wilson, who chastised City Council last winter for failing to take a warming center seriously. Mr. Wilson kept encouraging City Council to take action and supporting community efforts to open an emergency and warming was adopted by the City as a goal for the year. He received information from the State about fire codes for emergency shelters, which do not require sprinklers. No one should die of exposure in Astoria. The Astoria Senior Center will sit empty until March, when the remodel will begin. The Senior Center Board confirmed that their insurance would cover use of the building as a shelter. Tiffany Brown, Clatsop County Emergency Manager, created a 17-page standard operating procedure manual for the shelter. Grace Episcopal Church will be the fiscal sponsor and donations are tax deductible. Many people, agencies, and local groups have come together to support the shelter. The City owns the property that the Senior Center is built on; therefore, the City would need to approve the shelter. The Fire, Police, and Planning Departments made a list of requirements necessary to make the shelter possible, so smoke and carbon monoxide detectors are being purchased and an evacuation plan has been created. He asked for conditional approval to open the Astoria Warming Center in the Astoria Senior Center once all of staff's requirements have been completed. He explained that the warming center would be open when the temperature drops below a certain degree, but he believed the shelter would be ready to open around Thanksgiving. Originally, he planned to submit a complete agenda item to Council in January; however, he wanted to move this forward now since temperatures have already been in the 20s and 30s.

City Manager Estes said staff has been working with a group of volunteers and Ms. Brown. The City does not have an official proposal stating how the shelter would be staffed, but a lot of progress has been made and issues are being addressed. The Police Department still has some questions and the City has questions about insurance. If the City Council decides to support this shelter, staff will take that support as direction to continue moving forward in a good faith effort to make the shelter possible. The Police and Fire Departments would review the standard operating procedures and a Building Official would need to do a final walkthrough, signing off on the occupancy, before the shelter could be open. City Council should discuss whether this would be an appropriate use of a City building. Staff could present final materials at the next City Council meeting.

Mayor Van Dusen asked Councilor Herzig to be more specific about his request for conditional approval. Councilor Herzig said that he wanted to be able to open the shelter as soon as all of the fire, police, and building requirements have been met. He was told that the Senior Center's insurance covered the building, but it is possible the City's insurance would cover the building as well. He would not open the shelter until the Fire Chief, Police Chief, and Building Inspector have given him approval. Mayor Van Dusen suggested the City Manager be assigned to approve the shelter for opening. Councilor Herzig said this would be fine, but he did not want to preempt the Fire, Police, and Planning Departments. He explained that Chief Ames gave some very detailed instructions, including where to place each smoke detector, carbon monoxide detector, and fire extinguisher. He did not believe the City Manager would feel qualified to give that kind of direction. Mayor Van Dusen explained that the Fire Chief works for the City Manager, so the final decision would be left to the City Manager.

Councilor Warr said he believed a warming shelter would be an appropriate use of a City building. He wanted to know how the shelter would be staffed and supplied, and how costs would be funded.

Councilor Herzig said \$800 has been donated and volunteers have signed up. Supplies are also being donated, including mattress pads, blankets, coffee, and paper cups. The response has been amazing and he believed the shelter would receive more donations than it could use in one season. He confirmed for Mayor Van Dusen that other than the costs associated with meeting the City's requirements for the building, the only other additional cost would be the heating bill. He has told the Senior Center that he would personally pay the utility bill if the warming center did not have enough funds.

Councilor Mellin was concerned about having qualified staff at the shelter. The shelter could be staffed with volunteers, but people using the shelter may have medical or other complex issues. She wanted to know how the shelter would deal with emergencies. She explained that years ago, when she worked for Pioneer Shelter, the homeless shelter in Astoria, she found out how complicated it was to run a shelter. She loved the idea of having a warming shelter and believed it was a humanitarian thing to do, but anticipated problems that would need to be recognized beforehand, rather than once a situation occurred.

Councilor Herzig said Police Chief Johnston gave him similar guidance. Standard operating procedures will say to call 911. He was told by Fire Chief Ames to evacuate immediately if a smoke alarm goes off. He realized that some of the people using the warming shelter may have issues and volunteers are getting training on how to deal with those issues and how to call in people who should be dealing with issues the volunteers cannot handle. On Friday, volunteers will receive training on how to use a fire extinguisher. Ms. Brown is working on getting training from the Red Cross. Volunteers are trying to get all of the training they possibly can.

Councilor LaMear believed the community really needs a warming shelter and she applauded Councilor Herzig's efforts to get one going. She believed the Senior Center was good location for the shelter. The Senior Center is available until March, so there is time to find an alternate location if necessary. She had received a message earlier that day saying there would need to be nine volunteers each time the shelter was open and asked if this was correct.

Councilor Herzig said he wanted the shelter to be open from 8:00 p.m. until 8:00 am. The Tillamook Warming Center would stay open until their Library opened so that people did not have to go out into the cold. Astoria does not have this option, but he believed opening for those 12 hours would be functional by having volunteers work in three shifts of four hours each. He anticipated three volunteers per shift. One volunteer must be the designated fire watch, whose sole duty would be to patrol in 15-minute intervals making sure there were no fires. Two more volunteers would be needed so that no volunteer would be left alone. Volunteers have already signed up. He, Karin Temple and Larry Allen have committed to work every shift if necessary to keep the shelter open. Some of the volunteers believe this a moral imperative and are happy that so much progress has been made in such a short amount of time.

Mayor Van Dusen said it is usually good to have staff gather the facts, then present them to the City Council; however, the next City Council meeting will be in December. Astoria has a very qualified City Manager and if all of his questions are answered, Mayor Van Dusen believed the shelter could be opened before the next City Council meeting. He reiterated that opening the shelter would be contingent upon the City Manager's approval.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor LaMear to allow the Astoria Warming Center to be located in the Astoria Senior Center and approve opening the Astoria Warming Center prior to the next City Council meeting on December 1, 2014, contingent upon the City Manager's approval of the operation. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(a): Resolution Scheduling Public Hearing regarding Vacation of the 1700 Block of Duane Street (Public Works)

On December 2, 2013, the City vacated a portion of the 1700 Block of Duane Street adjacent to the Columbia River Maritime Museum (CRMM) storage area at 1777 Marine Drive. At that time, there was discussion concerning possible vacation of the remaining west portion of Duane Street that is adjacent to the Maritime Texaco Station property at 1701 Marine Drive and the Moose Lodge at 420 17th Street. Subsequently, staff met with representatives of both the Maritime Texaco Station and the Moose Lodge concerning the possible vacation

of the portion of Duane Street adjacent to their properties. Both parties expressed interest and have submitted applications to the City.

The proposed vacation would provide the Maritime Texaco Station with a 10' x 100' portion of the street, as previous owners acquired the 20' x 100' section of the street in 1944. The Moose Lodge would acquire a 30' x 100' portion of the right-of-way. Staff has reviewed the request and has determined that the area to be vacated does not appear to have any future potential as an access route; however, staff believes it would be in the best interest of the City to reserve easement rights on the vacated area for any existing and/or potential future utilities. It is recommended that the City Council adopt the attached resolution of intent to hold a public hearing concerning the potential vacation of a portion of the Duane Street right-of-way.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to adopt the attached resolution of intent to hold a public hearing concerning the potential vacation of a portion of the Duane Street right-of-way. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(b): Authorization to Solicit Proposals – CSO Monitors (Public Works)

The City of Astoria's Combined Sewer Overflow (CSO) Control Program will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next eight years, as required by the Oregon Department of Environmental Quality (DEQ). CSO work to date has controlled overflows at 24 of the City's 38 combined sewer outfalls. Phase 4 of the 5-phase CSO Program is currently underway. Phase 4 is scheduled to control 11 outfalls that discharge to the Columbia River. The City is required by the DEQ to monitor outfalls that have been controlled as a result of CSO projects in order to demonstrate compliance with mandated control requirements.

Currently, the City performs CSO compliance monitoring using pressure sensor type monitors. Pressure sensors report the presence and depth of liquid based on the pressure detected by a submerged sensor. This information is recorded on a data logger and transmitted remotely via cell phone transmission to a hosted website. Although the current system of monitoring has been adequate, there are increasing deficiencies, which include inconsistent reliability, escalating staff time for maintenance, and circuit board problems. It is apparent that many of the existing monitors are at the end of their useful life and replacement parts are unavailable because the equipment is obsolete. It is important to replace the monitors to meet regulatory requirements, and equally important to invest in monitors for outfalls that have yet to be controlled for scoping of future projects. Monitor data will be used to calibrate the hydraulic/hydrologic model and give technical experts the best information for developing the most cost effective project scope. The investment in monitors and reliable data now will reduce the cost of projects later because they can be appropriately scoped. The estimated cost of the upgraded flow monitors and accompanying equipment is \$200,000. There are funds budgeted in the Public Works Improvement Fund for this project. It is recommended that Council authorize the solicitation of proposals for CSO monitors including purchase and installation.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Herzig to authorize the solicitation of proposals for CSO monitors including purchase and installation. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(c): Resolution Transferring Public Works Funds and Combined Sewer Overflow (CSO) Monitor Allocation (Finance)

The CSO monitoring system has been installed location by location over the past 10 years. The monitoring requires devices that transmit data remotely to a hosted website using cell phone technology. AT&T has provided the cell phone service from the beginning of this function. City staff has been informed that AT&T is abandoning its 2G service. A second aspect of the situation is that the current technology is obsolete and replacement parts are not available when devices need repair. These two factors have led to a need to replace the current system with updated technology. Staff is proposing to allocate \$200,000 of resources in the Public Works Improvement Fund (PWIF) to replace the devices of the current system. The FY 2014-15 budget anticipated a transfer from the Public Works Fund (PWF). The specific amount that could be transferred could not be determined until the end of FY 2013-14. \$400,000 is proposed to be transferred to support the requirements of the PWIF. The PWF supports the day-to-day operations and maintenance of the City's Public Works infrastructure. The PWIF is reserved for major capital repair and replacement of that infrastructure,

including debt service on long term improvements. Transfers to the PWIF from the PWF have been made over the years in support of capital needs. The attached resolution transfers \$400,000 of resources from the PWF to the PWIF and allocates \$200,000 of PWIF resources for the purchase of sewer monitoring devices. It is recommended that Council consider adopting the attached resolution that would transfer \$400,000 from the Public Works Fund to the Public Works Improvement Fund and allocates \$200,000 for the purchase the CSO monitor devices.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to adopt the attached resolution that would transfer \$400,000 from the Public Works Fund to the Public Works Improvement Fund and allocate \$200,000 for the purchase the CSO monitor devices. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(d): Transfer of John Warren Field to Columbia Memorial Hospital (Community Development)

On December 16, 2013, the City entered into a Four Party Agreement with Columbia Memorial Hospital (CMH), Astoria School District, and Recology Western Oregon enabling the construction of the new sports complex at the City's landfill area for the School District, closure of the City's landfill, and transfer of John Warren Field to CMH to facilitate expansion of CMH in that area. Construction of the sports complex was recently completed. The Agreement stipulates that upon satisfactory completion of the sports complex, the City and School District will transfer ownership of John Warren Field to CMH. The Field is currently owned by the School District but includes a "reversionary clause" that states the property reverts to City ownership if the School District no longer uses the property. Therefore, the deed will include signatures of both the City and School District for the transfer. The draft deed has been reviewed by the School District's attorney. The transfer of John Warren Field property is for consideration other than cash as identified in the Agreement and, therefore, there will be no cash payment to the City for the property. The attached Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. It is recommended that the City Council authorize the Mayor to sign the deed transferring ownership of the property located at 1905 Exchange Street to Columbia Memorial Hospital.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to authorize the Mayor to sign the deed transferring ownership of the property located at 1905 Exchange Street to Columbia Memorial Hospital. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(e): 2014 Street End Bridge Repair Project Construction Contract Award (Public Works)

The City of Astoria has six timber street end structures at the north ends of 6th, 7th, 8th, 9th, 10th and 11th Streets that are inspected annually by the Oregon Department of Transportation (ODOT) Bridge Department. ODOT inspects the structures and makes recommendations for repair that will permit the structures to remain open. Without the recommended repairs, the structures may be recommended for closure to vehicular traffic by ODOT inspectors. Compliance with the ODOT recommendations has assisted the City in obtaining Federal Bridge replacement funds through the State Transportation Improvement (STIP) program.

The most recent inspections identified repair work needed at 6th, 7th, 8th, and 9th Streets. Staff solicited quotes for this work and received the following two responses:

Contractor	Total Quote
Bergerson Construction	\$24,862.00
Columbia Dock Works	\$27,535.00

Staff is recommending a project contingency of \$5,000 for additional work that may be required once repairs are under way. Project cost is estimated to be \$30,000. It is proposed that funds be allocated from the following sources:

- Promote Astoria Fund \$15,000
- Streets Division, Public Works Fund \$15,000

It is recommended that Council authorize award of a contract to Bergerson Construction in the amount of \$24,862 for the 2014 Street End Bridge Repair Project.

Councilor LaMear confirmed that construction of the bridge ends would begin in 2016. Director Cook explained that this work was necessary so the bridges and street ends can be used safely until construction begins.

Councilor Herzig said the contract he read did not include the City's non-discrimination policy. City Manager Estes confirmed that the signed copy of the contract would include the policy.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to authorize award of a contract to Bergerson Construction in the amount of \$24,862 for the 2014 Street End Bridge Repair Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Item 8(a): Change Second Meeting Dates in January and February, 2015 (City Council)

Astoria City Hall will be closed on Monday, January 19, 2015 for Martin Luther King, Jr., Day, and Monday, February 16, 2015 for Presidents' Day; therefore, the second meeting dates in January and February needed to be changed.

City Manager Estes said if the meetings were moved to the following day in both cases there would be a potential conflict with the Historic Landmarks Commission (HLC) meetings; however, the HLC meetings begin at 5:15 p.m. and he could make sure the room is cleared out before 7:00 p.m.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to reschedule the second meeting dates in January and February 2015 to Tuesday, January 20, 2015 and Tuesday, February 17, 2015. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Chris Farrar, 3023 Harrison Avenue, Astoria, said the City Council seemed happy about the money spent on the DUII case; however, he helped pay for that cost and he was not happy about it. He believed the City should have been able to work something out with the County. He was sure City Attorney Henningsgaard was not advising the City to avoid arguments in court because he cleared \$38,000 on this deal. Taxpayers would like the City to avoid wasting their money in the courts. He believed the DUII issue was not yet completely resolved, even though City Council believes it is. The case went through an appellate court, so it could go to the State Supreme Court or higher. The taxpayers do not want a part of this. There will be a small change in City Council, though not as much as he would like. He hoped that new members of the Council would be more intelligent and thoughtful. Astoria seems to be short on a lot of money for things like warming centers and parks, so the City should conserve funds. The City should be working with and listening to the County to try to work things out, not wasting taxpayers' money. He was impressed with all of the volunteer work done on the parks. He admitted he should be out there himself, doing more work. Volunteering is a good thing for a city. However, he was concerned that the City seems to be counting on volunteers to get work done. He did not understand what the problem was, but believed there was a serious budget problem. He hoped the budget process would change so the City would not have to depend on volunteers for the warming center and parks. He had just come from a meeting where people talked specifically about the lack of maintenance at McClure Park. He has not been to the park, but the people at the meeting say it is a wreck. There must be things done in this town that rely on more than just volunteerism. Volunteerism is important and binds everyone together as a community, but staff needs to be embellished. People that work for the City should keep track of these things on a day-to-day basis. He said he looked forward to January and thanked the Councilors.

Alana Garner, 486 12th Street, Suite H, Astoria, said the Astoria Downtown Historic District Association (ADHDA) will be decorating the downtown area for the holidays over the weekend. The annual lighting ceremony will be on Saturday, November 29, 2014 at 5:00 p.m. at the corner of 12th and Commercial Street. Community Day at the Astoria Armory will include photos with Santa and arts and crafts. There will not be a movie this year, but other fun activities have been planned, like caroling from the Armory to downtown for the lighting ceremony. Downtown businesses are open until 7:00 p.m. on Fridays through December 19th. A list of the participating businesses can be found on the ADHDA website. In order to compete with big box stores on Black Friday, some of the downtown businesses will be participating in Plaid Friday. On the Friday after Thanksgiving, shoppers are

encouraged to wear plaid and shop downtown, where the businesses are unique just like the threads of the plaid.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:10 p.m. to convene the Astoria Development Commission meeting.

EXECUTIVE SESSION

The Executive Session was called to order at 8:15 p.m.

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

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

There being no further business, the Executive Session was adjourned at 8:35 p.m.

APPROVED:

City Manager

DRAFT

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers
November 18, 2014

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

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

Staff Present: Planner Rosemary Johnson.

APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes of October 21, 2014. There were none.

Commissioner Stanley moved to approve the minutes of October 21, 2014 as presented; seconded by Commissioner Caruana. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Osterberg, and McHone. Nays: None.

PUBLIC HEARINGS:

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

ITEM 4(a):

NC14-05 New Construction NC14-05 by Steve Hockman, Steele Associates Architects to construct an approximately 5,200 square foot, two-story commercial building adjacent to structures designed as historic at 1122 Duane in the C-4, Central Commercial zone. This issue was continued from the October 21, 2014 meeting.

President Gunderson asked if anyone objected to the jurisdiction of the Historic Landmarks Commission (HLC) to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

Vice President Dieffenbach declared that Rickenbach Construction has been consulting with the architect and owner of this property and has a conflict of interest. She stepped down from the dais.

Commissioner Burns declared that he banks at Columbia Bank, which has also been a long time member of the Clatsop County Historical Society. He has not discussed this issue with anyone and believed his judgment would not be affected.

President Gunderson declared that Columbia Bank was a client of the companies her family owns, Windermere Pacific Land Company and Easom Property Management. She did not declare this at the last meeting because she did not think of it. She did not believe this would have any bearing on whether or not the bank was built; therefore, she could vote impartially. She apologized for the oversight at the last meeting.

Planner Johnson said presentation of the Staff report and public input were given at the last meeting. She reviewed the issues raised and questions asked by the HLC during their deliberation, additional information about rooftop equipment submitted by the Applicant since that meeting, and a list of properties in Astoria that use standing seam metal and/or the color blue on awnings and roofs. She gave the HLC a supplemental memo that included additional information requested by one of the Commissioners and information that was brought to her

attention within the last day or two. She recently learned that standing seam metal roofs date back over 100 years, but were generally of a low profile rib height. She listed buildings in the downtown area and designated Historic District that had metal roofs or awnings, noting that none were designated as historic. She explained that both of the supplemental reports would be attached to the original Findings. The HLC must consider how the features relate to the historic criteria, which includes design, materials, styles, height, and details. She reminded that color is not a regulated element in Astoria's Code and is not mentioned in the National Register District nomination forms. Should the HLC approve the standing seam metal roof, Staff offered one option that the Applicant could be required to construct the roof under the metal so the pyramid could be removed, like a sign rather than an architectural feature. The metal roof be removed if the tenant changed or the branding of the bank changed. All conditions contained in the original Staff report would still apply. An additional condition to be considered has been included in the supplemental memorandum, which would require a standing seam metal roof to be of low profile rib height. Staff recommends approval with the proposed conditions.

Commissioner Osterberg asked if photos of the high and low profile metal roofing in the memo dated November 18th were of a specific manufacturer. Planner Johnson said the photos just showed an example of the height differences between the two types of profiles. She was not suggesting that the roofing material had to be of the same dimensions.

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

Steve Hockman, Steele Associates Architects, 760 Northwest York Drive, Suite 200, Bend OR 97701 thanked the HLC for allowing the continuance. During his presentation, he referred to several boards that showed photographs and diagrams of the proposed building. The blue color on the roof and the middle band was originally meant to be an accent on the building. Much of the roof cannot be seen from the street, but it is more visible from a flat elevation, as shown on one of the display boards. The intent was to avoid overemphasizing the color while maintaining the branding color that the bank really wants. He referred to a board that showed where blue is used as an accent color on buildings in and adjacent to the Historic District, noting that the bank wants to take a more reserved approach than some of the examples shown. He presented examples of veneer brick and field brick to be used on the facade. The bank originally wanted to use a jumbo size brick veneer, but decided to use a smaller brick of the same color because the manufacturer is not able to make the jumbo size without a lot of breakage. The field brick, which is a lighter earth tone than the veneer brick, would cover the majority of the building's facade. He showed an example of the stucco band in the middle and some accents that would be used here and there on the rest of the building. He showed the color of the precast header and sills on the windows, which would be a dark bronze. The colors generated by the computer can be different from the exact color to be used. The shade of blue might be a little bit darker than what is shown on the elevation board. He made handouts available that showed how diffused light and sunlight would change the look of the colors and materials. He hoped the HLC would reconsider the possibility of using blue on the roof for the branding because the bank holds the color dear to their corporate image. He also hoped that the building accents chosen would accent the corner of the street instead of overemphasize the roof. He showed how the rooftop equipment would look from four different locations. The bank is currently developing the design and beginning construction documents, so roof slopes and the height of the second floor are being considered as adjustments to the structure are worked out.

Commissioner Osterberg asked Mr. Hockman to respond to the new conditions of approval recommended by Staff.

Mr. Hockman said the low profile standing seam metal could easily be used. Various manufacturers can make different sizes and shapes, so this would not be a problem. He was concerned about how to handle wind loads if the blue metal roofing had to be installed as a temporary structure over a permanent roof. This would also be an extra expense. He asked the HLC to consider requiring the metal to be repainted instead of removed.

Commissioner Osterberg said repainting the metal roof would address the issue with the color, but not the material. He asked Mr. Hockman to keep this in mind, as he would like to hear Mr. Hockman's opinion of the condition during rebuttal.

Commissioner Caruana asked about the pitch of the roof, noting that in the Staff report, the roof looks much steeper than the examples given. Mr. Hockman agreed that the flat, straight on images were a little deceptive. He did not know the exact pitch of the roof, but believed it would be less than a 45-degree angle.

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

Commissioner McHone believed the Applicant answered the HLC's questions satisfactorily. He appreciated the effort to consider minimizing the amount of the contentious color, as he understood the banks branding requirements. He believed the overall look of the building would make a good addition and he was not concerned about the height of the pyramid.

Commissioner Stanley said some of the examples shown were not historic buildings. He believed those non-historic buildings would likely have trouble trying to replace materials. However, he liked the proposed design and exterior of the bank building, which outweighs his concern about the color.

Commissioner Osterberg said after reviewing the list of other sites in the area that use standing seam metal or the color blue, he noticed that the letter dated November 12, 2014 did not include any examples of standing seam metal roofs within the Downtown Historic District. Metal used within the Historic District is almost entirely used on awnings or other features, not roofs. All of the metal roofs shown are outside of the Historic District. Therefore, he did not give these examples much merit. He was never concerned about the color, so he did not consider those examples either, but he respected that other Commissioners were concerned about the color. He believed the Commission could carefully consider the proposed standing seam metal as a roof, which he defined as a structure above the eave line or parapet line. The Applicant has not cited examples of any other such roofs in Downtown. Staff's memo dated November 18 indicates standing seam metal roofs have been used and can be appropriate, depending on the architecture or historic characteristics of the building. He appreciated the memo and believed Staff has concluded that a standing seam metal roof could potentially be approved. Therefore, the Commission should consider approving standing seam metal as a material. He believed the low profile material would be more appropriate. He did not support the requirement that the roof must be removed upon a change in tenant or owner, as this would be onerous. This requirement would only be warranted if the Commission approved standing seam metal even though it was considered objectionable. If the metal were that objectionable, the Commission probably would not approve it anyway. Therefore, the Commission should either approve or deny standing seam metal and not consider the requirement of the material to be removed in the future. He also believed the requirement would be difficult for Code enforcement and inappropriate for a land use action.

Commissioner Burns agreed the Commission should either deny or approve the standing seam metal without the additional condition of approval to remove the metal in the future. He believed the building would be fine. He appreciated seeing the colors even though he did not have an issue with them. He supported the project.

Commissioner Caruana also agreed that the proposed condition of approval should not be implemented. There is nothing special about the Applicant that would make him decide to grant the standing seam metal just for them. Therefore, if the Commission approves the metal roofing, it should do so without the requirement to have it removed in the future. The examples show roofs that look like they could be walked on, but the proposed bank roof seemed very steep. He was unsure how the steepness would affect anything, but noted that the proposed roof does not look like any of the examples given. He would rather see the roof be of a lower pitch and run out to the edge, like the Liberty Theatre, but this was just his personal opinion. Ultimately, he was fine with the request as long as there was no condition to remove the metal roofing by a future user.

The Commissioners discussed the difference between a low pitch roof and low profile standing seam metal, noting that each would change the look of the building.

Commissioner Stanley agreed that the requirement to remove the metal in the future did not make sense.

President Gunderson agreed with Commissioners Stanley and Osterberg that the examples given were not appropriate. Oregon Glass is not in business and when the building is to be used again, she would vote to have the standing seam metal replaced with the original material. She would be surprised if the metal were original to that building. The Commission is trying to get building owners in downtown to return their buildings to their original skins, which is not metal. Metal roofing does not reflect the flavor of downtown. U.S. Bank has the metal roofing on the back of the building and it is used as an element, not a prominent feature. Everyone in the

downtown area wants to see the building that Garbo's is located in (1161 Commercial) remove the metal and put its original skin back on the building. She had a hard time supporting the request. Approving this application could set a standard, as was done with Dutch Brothers (468 W Marine). She reminded that the Commission had some issues with the design proposed by Dutch Brothers. After approving their application, the Commission learned that Dutch Brothers used other designs in other towns, some of which would have better reflected the flavor of Astoria. She was not ready to set a precedent, but agreed that the requirement to make the roof removable was not appropriate. She loved the building, but not the metal. She and Commissioner Stanley believed tile would be appropriate, even if the tile were blue.

The Commission discussed the shade of blue. Mr. Hockman confirmed that the color proposed was the same color used on all of their other bank buildings. President Gunderson and Commissioner Caruana believed the shades varied among all of their buildings, noting that the color may fade or look different in different lights.

Commissioner Stanley agreed the Commission should not set a precedent. Planner Johnson explained that commissions do not set precedents in land use law. Each decision is based on its own merit and criteria. Land use law specifically prevents precedents from being set. The HLC could review this exact same building for another location and make a completely different decision. Commissioner Stanley concluded that other blue roofed buildings in the downtown area did not set a precedent for this building.

President Gunderson and Commissioner Stanley were still concerned. Even though no precedent would be set, a future applicant with a similar request could use the bank's blue roof as example of what had been approved in the past. The examples given did not convince them to go along with the bank's request. Commissioner Stanley said he did not like the metal, but agreed with Staff that the building would be ruled on its own merit. He suggested terra cotta be used instead because blue terra cotta would be beautiful.

Commissioner Osterberg said the buildings on Commercial have awnings, which is a different design issue than a roof feature. He hoped that as the buildings come before the HLC for review, the offending awnings, which are not historic, would be removed over time. These awnings have been cited by the Applicant, but are described as inappropriate in the historic inventory materials. Therefore, he did not believe approval of the bank's special roof feature would slow down or interfere with the removal of the awnings on Commercial Street. He did not believe awnings and roof features were strongly linked when making renovations.

The Commissioners looked at pictures of the Shallon Winery (1598 Duane) and discussed its roofing materials, which were a mixture of terra cotta tile and a metal material that looked like terra cotta tile. Commissioner Stanley did not believe people would be unable to recognize the bank building as a bank if it had a tile roof.

Mr. Hockman said he discussed this issue with the bank in October. The tile is more representative of a Mediterranean or Asian style, which is not the bank's style. All of the bank's buildings have blue standing seam metal roofs as part of their branding. A tile roof would be an anomaly for the bank.

President Gunderson said she had seen examples of corporate companies that were able to come up with designs that blended with the fabric of the local community while maintaining their identity. She would feel more comfortable with the building if the roof were tile. She wanted companies to work with the HLC to complement the downtown area, even if it meant keeping the blue, but using tile.

Commissioner Caruana suggested bringing the tiles all the way to the edge, like the Liberty.

Commissioner Stanley loved the color of the building and pitch of the roof, but did not like the color of the roof. There was just something about the color that was not attractive to the historic direction that the City is trying to go.

Tom Lewis, Construction Project Manager, Columbia Bank, c/o 1122 Duane, Astoria OR 97103 said he has worked on the bank's buildings in Newport, Gulfport, and Lincoln City. He has spoken to their marketing department about the branding and the importance of the metal seamed roof that has been proposed. The bank is not trying to compromise the integrity of the Historic District, but the proposed roof is the bank's corporate brand. The blue roof has been installed on several other projects this year in Oregon and Washington. He appreciated the HLC's consideration.

President Gunderson appreciated the branding issue, but did not believe the proposed roof was appropriate in downtown Astoria.

Commissioner Stanley agreed that other very recognizable brands have changed the look of their properties to fit the local area. He has seen McDonald's that were built as Brownstones. People were still able to find the restaurant and knew it was a McDonald's. The style of the building did not seem to hinder the marketing. The HLC wants the bank in downtown Astoria, but he did not see any reason the roof could not be tile.

Jenny Butension, Branch Manager, Columbia Bank, 1122 Duane, Astoria said the bank has looked at blue terra cotta tile samples. The tiles do not seem to fit with the style of the rest of the building. The bank is trying to fit in well with the architectural integrity of the downtown area and the Downtown Historic District. The bank believes the tiles mix a Mediterranean style in with a more classic historic style. This is why the bank is not in favor of using tile. She believed tile would make the building stick out. The bank really zoned in on the metal roof as an architectural feature, which she believes would be a nice highlight that would provide a bit of color and interest to the building. She believed people would agree that the tile looked out of place on the building. She thanked the HLC for their comments and the great care they were taking to consider the application. The bank and the HLC share the same goal of making a beautiful building.

Because comments were made after the public hearing had closed, President Gunderson called for additional testimony in favor of, impartial to, or opposed to the application. There was none.

Commissioner Caruana did not agree that the tile looked Mediterranean with the stucco siding. He believed the metal looked cheap and was disappointed that the bank could not understand the HLC's passion to keep things a certain way. He believed using tile would be a small concession. While metal roofs have been used for a long time, this combination of colors and materials would not be appropriate. Colored metal roofs do not look as nice as copper or stainless steel roofs.

Commissioner Osterberg said the Applicant had the opportunity to consider roofing materials other than tile or standing seam metal that might have been closer to the criteria for approval. However, the Applicant is so committed to the branding aspect that they are not willing to consider any alternatives. He believed the metal material that looked like tile, which is used on the Shallon Winery, is a compromise between standing seam and tile. However, the Applicant has indicated that they are not interested in anything other than standing seam metal. This leaves the HLC with a difficult decision.

Commissioner Burns said he did not prefer the metal roof, but it is a small part of an overall building that would otherwise be fine. He wished the Applicant would reconsider the metal roof. He has seen McDonald's in Santa Fe that were built as pueblo buildings so they could fit in with the local community. If the Applicant was not willing to fit in, he would still be okay with the request.

Commissioner McHone agreed with Commissioner Caruana that the metal roof is more of a design element than an actual roof. If this were a single story building, this would be a significant issue. He agreed that a compromise would be best. However, given the elemental nature of the roof, he was okay with the request.

Planner Johnson explained that the City Council would review this application if the HLC's decision were to deny the request and was appealed. She reminded that the HLC could approve or deny the request or add conditions. The Applicant would have the right to appeal either the entire decision or just the conditions of approval.

Commissioner Caruana said he would likely vote to approve the application, but was concerned that the pitch of the roof would make it a more prominent feature. He also wanted the Applicant to use a different material on the roof. If he were to add a condition, it would be to keep the roof within a certain pitch. Pictures of the proposed roof show what appear to be different pitches. The picture of the street view does make the roof look more diminished, but the straight on view makes the metal on the roof look much more predominant.

President Gunderson said she was disappointed that the Applicant was not willing to consider other branding concepts the way other corporations have; she wished the Applicant would consider a material other than metal.

Mr. Hockman apologized for not having information about the pitch of the roof. He said the bank would be willing to lower the pitch, if necessary. The photo of the roof from the straight on view was a bit deceptive and he was

pretty sure the roof would not be at a 45-degree angle. He believed the roof would be at about a 4:12 pitch. He confirmed for Commissioner Osterberg that both sets of elevation drawings were the same.

President Gunderson believed the blue on one set of drawings made it look different from the other set. Mr. Hockman added that the three dimensional drawings were from the same computer program base.

Commissioner McHone moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC14-05 by Steve Hockman, Steele Associates Architects, with the following changes to the Staff report:

Motion seconded by Commissioner Burns. Motion failed, as the vote was tied 3 to 3. Ayes: Commissioners McHone, Burns, and Caruana. Nays: President Gunderson, Commissioners Osterberg, and Stanley.

Planner Johnson explained that the Development Code states that a tied vote results in denial of the permit application.

President Gunderson said she did not want to deny the project, but she also did not want a metal roof in downtown Astoria. She offered to change her vote if the Applicant would consider a different material. She believed this would be a fair compromise. She has seen photos on the bank's website of buildings in other communities. While all of the buildings do use blue as an accent in some way, they do not all use standing seam metal. She believed the bank was great and she wanted the project in Astoria, but would only change her vote if the Applicant would consider tile or another alternative.

Planner Johnson said it would be up to the Applicant whether to come back to the HLC in December to propose other materials or to appeal the HLC's decision.

Commissioner Stanley agreed with President Gunderson that another material would be appropriate.

Commissioner Osterberg suggested the HLC could conduct a new vote with the condition of approval that required a material other than standing seam metal. The Applicant would have the right to appeal this decision. He believed this would be a limited condition of approval that would not require a vast redesign of the building. The condition would be limited to the material of one particular part of the roofing, which seemed appropriate.

Planner Johnson explained that as the vote currently stood, the HLC has denied the entire project and the Applicant would have to appeal to move forward. The HLC could vote to withdraw its decision, then add the condition that the roof be another material, and vote to approve the project with that condition. The Applicant could appeal that specific condition of the approval to City Council. This would indicate to City Council that the HLC approves of the project, but not the standing seam metal roof.

Commissioner McHone moved to withdraw the Historic Landmark Commission's decision on New Construction NC14-05 by Steve Hockman, Steele Associates Architects; seconded by Commissioner Burns. Motion passed unanimously.

Commissioner Osterberg moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC14-05 by Steve Hockman, Steele Associates Architects, with the following additional conditions and changes to the Staff report:

- Page 2, Paragraph 4, Sentences 4 & 5, delete in their entirety
- Page 2, Paragraph 4, Sentence 4, add: "However, the HLC finds that there are no standing seam metal roofs on historic buildings within the Downtown National Register Historic District and therefore it is not compatible with the historic buildings. The roof shall be a different material and the applicant shall submit the revised material for review and approval by the Planner (Condition 4). The pitch of the pyramid roof feature has not been indicated. It should be low as noted in the perspective elevations and not appear steep as shown in the plan elevation drawings (Condition 5)."
- Page 4, Conclusions and Recommendations, delete 1. & 2.

- Page 4, Conclusions and Recommendations, add:
 4. The pyramid roof shall be a material other than standing seam metal. The applicant shall submit a revised material to the Planner for review and approval.
 5. The pitch of the pyramid roof shall be low as indicated in the perspective elevations.
 6. All conditions in the New Construction (NC14-05) Findings of Fact shall apply.”

Motion seconded by Commissioner Burns. Motion passed unanimously.

Planner Johnson clarified for the Applicant that the building has been approved with a different material on the roof. The Applicant has the right to appeal the entire decision or just a condition of approval.

President Gunderson read the rules of appeal into the record.

Vice President Dieffenbach returned to the dais.

ITEM 4(b):

HD14-03 Historic Designation HD14-03 by Heather & Jason Davis to designate an existing single family dwelling as a local landmark in the Adair-Uppertown Historic Inventory Area at 3710 Grand Avenue in the R-2, Medium Density Residential zone. The applicant has requested this item be continued to December 16, 2014 at 5:00 p.m.

Planner Johnson explained that the Applicant has been doing research on the property and has found conflicting information. The continuance would allow the Applicant time to conduct more research.

Vice President Dieffenbach moved that the Historic Landmarks Commission continue Historic Designation HD14-03 by Heather & Jason Davis to December 16, 2014 at 5:00 pm; seconded by Commissioner Caruana. Motion passed unanimously.

ITEM 4(c):

NC14-06 New Construction NC14-06 by Tracy & Donna Black to construct an approximate 4,700 square foot, two story commercial building at 1619 Marine in the MH - Maritime Heritage zone. The structure would be adjacent to structures designated as historic.

President Gunderson asked if anyone objected to the jurisdiction of the Historic Landmarks Commission (HLC) to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

Commissioner Burns declared that he was the Executive Director of the Clatsop County Historical Society, who operates the Heritage Museum adjacent to the Applicant's property. He did not believe this would impact his decision.

Planner Johnson presented the Staff report and recommended approval with standard conditions. No correspondence has been received.

Vice President Dieffenbach asked for details about the area to the east of the new building. Planner Johnson said the hillside on the southeast corner of the lot extends down toward Marine Drive on the east side of the building. The final design of this terrain would be worked out with the Applicant. The building would only encompass the west side of the lot. The other half of the lot would remain open space. If the open space were to be developed, a retaining wall would be necessary.

Planner Johnson added that the Applicant has been working with the City and Tongue Point Job Corps on issues with the bus stop. The City is in the process of redoing the sidewalk along Duane Street as part of its

improvements to the Coast Guard's parking area. The bus stop will be relocated so that it does not impact the front, main Duane Street entrance to the building. The bus stop will be moved a few feet east of its current location so that it remains accessible and in the same block.

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

Tracy Black, 2505 Mill Pond Lane, Astoria, said the building would likely be shifted to the east five or six feet to prevent the roof eave from hanging over the sidewalk. This would allow the dumpster to be placed on the outside of the building instead of on the east side. The door opening to the metal stairs will probably have a window.

Jason Palmberg, 1790 SE 3rd, Astoria, noted that the bottom of Page 3 of the Staff report states the east door would be solid with no glass. Mr. Palmberg added that he would also install an ADA ramp along the Duane Street side.

Commissioner Osterberg asked what would be in the area between the sidewalk along 16th Street and the building. He also wanted to know what material would be used in the upper gable.

Mr. Black said a hard surface would be on the 16th Street side of the building and landscaping would be on the Marine Drive side of the building between the sidewalk and parking lot. Board and batten siding would be used in the gable.

The Commissioners discussed the space that would be created by moving the building five or six feet to the east. Mr. Black explained that the sidewalk along 16th Street is raised and would have a handrail.

Commissioner Caruana asked for the dimensions of the fascia that would be used on the bands that run down the gables. Mr. Palmberg said this detail had not yet been discussed, but most of his projects in Mill Pond have used 2 by 10 inch bands. The architecture of this building has been modeled after some of what he has seen in Mill Pond and in Astoria. The larger boards look better than 2 by 6 inch boards.

Commissioner Caruana said simple designs like this could look great if the right windows and the right scale of trim are used. Mr. Palmberg said the engineer realized the overhang on the roof would extend past the property line, so the building was moved back two feet. However, this would not leave room to do maintenance work on the siding. Moving the building back six feet would accommodate the maintenance work as well as allow the recycling to be stored in the extra space, keeping the dumpsters below grade and out of sight.

President Gunderson asked what the building would be used for. Mr. Black said the use would be food related. He encouraged people to read the article published in the Columbia River Business Journal as they are doing a series on the project.

Vice President Dieffenbach asked if the gable end of the roof would be stepped back to accept the Dutch gable and make the roof look not as large. Mr. Palmberg said the roof would be stepped back, allowing the gable to protrude a little bit. Vice President Dieffenbach believed this helped the look of the building.

Commissioner Burns noted that adjacent buildings had straight rooflines. Initially, he believed the proposed sloped roof did not fit with the surrounding buildings, but after reading through the Staff report, he believed it would be okay. He asked why the Applicant chose a sloped roof instead of a straight-line flat roof. Mr. Palmberg replied he did not like flat roofs in the northwest, so he chose a Dutch gable. The original design called for a straight gable because the roof needed something different.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff.

Planner Johnson reminded that Code allows Staff to review the enclosure for the garbage. Staff will review the design of the enclosure and approve it with a Certificate of Appropriateness. Staff will also work with the Applicant on landscaping requirements.

President Gunderson closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

All of the Commissioners supported the request, as all of the criteria in the Staff report had been met. The design and scale of the building was appropriate for its location and the building would be an improvement on the corner lot. Commissioner Caruana said he assumed mechanical equipment would not be on the roof. He was concerned about the use of the larger trim, but otherwise the building looked great.

Commissioner Caruana moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC14-06 by Tracy & Donna Black, with conditions and the following changes:

Page 3, Last line, Doors – should read “. . . be solid with single lite”

Page 4, First line, Other Features – should read “. . . east elevation; ADA ramp on south elevation”

Page 8, Paragraph 4, First sentence – should read “. . . The structure is proposed to be situated on the southwest corner of the lot adjacent to the sidewalk along Duane Street right-of-way with no setback and approximately 6' from the 16th Street right-of-way.”

Motion seconded by Commissioner Burns. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

ITEM 5(a): Update on Oregon Heritage All Star Community application

Commissioner McHone confirmed that he had volunteered to do the Heritage events. Most of the work is already complete and he would only need to make a few phone calls and send a few emails. As long as he receives responses appropriately, the rest of the work will be easy. Everyone he has talked to is excited and anxious to help. He will try to get all of the information to Planner Johnson by December 1st.

The HLC and Staff discussed the need for someone to work on historic cemeteries. The application requires contact information and two photographs of each historic cemetery. Planner Johnson said she would like the information by December 1st, but the following week would be fine. President Gunderson volunteered to take responsibility for the historic cemeteries, but would delegate the gathering of information to her husband Kent Eason, who was in the audience and agreed to help.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:10 p.m.

ATTEST:

APPROVED:

Secretary

Planner/Historic Preservation Officer

ASTORIA PLANNING COMMISSION

WORK SESSION – RIVERFRONT VISION, BRIDGE VISTA AREA SITE VISIT

NOVEMBER 25, 2014

2:00 P.M.

CALL TO ORDER

President Nemlowill called the meeting to order at 2:01 p.m.

ROLL CALL - ITEM 2:

Commissioners Present: President Zetty Nemlowill, Vice-President McLaren Innes, Pete Gimre, Dave Pearson, Kent Easom, Sean Fitzpatrick

Commissioners Excused: Thor Norgaard

Staff Present: City Manager Brett Estes, Planner Rosemary Johnson and Secretary Sherri Williams

Consultant: Matt Hastie, Angelo Planning Group

City Manager Estes explained the purpose of the work session site visit was for Commissioners to see the Bridge Vista area and get an idea of the building heights along the shoreline both in and out of the water. [Commissioners walked from the foot of 2nd Street to the Maritime Memorial and back.]

As Commissioners walked the River Trail, beginning at the foot of 2nd Street, Planner Johnson informed the Commissioners of the heights of the existing buildings and distances out into the water from the shoreline. She noted there is no vehicle access from West Marine Drive between the foot of 2nd Street to Columbia Avenue. In order to gain vehicle access, easements would be required. Upland property owners may have the water rights if they have permits from Division of State Lands (DSL). It was mentioned as there is no vehicle access in this area, it would be a good reason to have a 'no build' area at that location.

- Columbia House Condos (1 3rd Street) extend approximately 250' out into the water and approximately 50' high.
- From the shoreline to the historic cannery boiler is approximately 85'.
- Astoria Warehouse's building (70 W Marine) at the water's edge is approximately 125' deep x 160' wide. The stack of pallets is approximately 360' out into the River.
- Holiday Inn Express (204 W Marine) is approximately 45' high.
- Cannery Pier Hotel (10 Basin) is approximately 500' out into the water. The hotel is 46'-48' high. The Boat House is approximately 160' from the shoreline.

Misc.

- The Commission should come to a consensus of where the distance out should be calculated as the shoreline fluctuates. It was suggested that the City rail property line could be used.
- The area at the Maritime Memorial (10 Bay) should be a protected view area.
- The grassy area southwest of the Maritime Memorial is partially owned by the Port of Astoria and how this parcel is zoned for development should be discussed.
- From Columbia Avenue at the Pig-n-Pancake (146 W Bond) west to the Dunes Motel (288 W Marine) is more of a pedestrian area. The buildings are constructed at the street with coffee shops, restaurants, etc.
- Discussed how zone changes can make an area more pedestrian and family friendly.
- The Codes and zones in the 'Bridge Vista' area were last updated in 1982 with the exception of a couple of spot changes in the zoning.

There being no further business, the work session adjourned at 2:49 p.m.

ATTEST:

APPROVED:

Secretary

City Manager


DRAFT



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

December 8, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AUTHORIZATION TO ENTER INTO A TWO YEAR CONSULTING AGREEMENT WITH ELLIS AND ASSOCIATES

DISCUSSION/ANALYSIS

Since 2008, the City of Astoria has contracted with Ellis and Associates to provide professional aquatic safety and risk management services at the Astoria Aquatic Center. The current contract expires on December 31, 2014 and can be renewed with a two year term from January 1, 2015 – December 31, 2016. Ellis and Associate's Comprehensive Aquatic Risk Management Program provides licensed accountability, vigilance awareness, the unannounced audit program, and satisfaction of the Model Aquatic Health Code module 6.0.1.

As an Ellis and Associate client, we issue licenses versus certificates to lifeguards who complete the lifeguard course. Many other programs issue certifications, which state that the individual certified only met those certification requirements on the date that they were tested. Issuing a license is different because of license accountability, which means that at all times our lifeguards are "test" ready. This is achieved through rigorous monthly training sessions that are required through Ellis and Associates. Having license accountability helps to ensure that if an emergency should arise at our facility, lifeguards will be able to render aid both quickly and efficiently.

The Vigilance Awareness Training was developed to teach lifeguards how to systematically scan and validate zones of protection at aquatics facility. Ellis and Associates is the only risk management company who has the "10/20" zone of protection standard. This standard helps to ensure that all patrons in the water will be recognized if they go into aquatic distress within 10 seconds and a lifeguard will render aid within 20 seconds. Studies prove that if a person is in distress and the rescuer renders aid within the first 30 seconds, the likelihood of survival is much higher.

Ellis and Associates also has an unannounced audit program as part of their services. Each year our facility will have four unannounced audits. During these audits the facility is graded on the following criteria: individual lifeguard observation, supervisor

observation, vigilance evaluation, simulated emergency observation, and a facility administration evaluation. These audits are very valuable to the City because they help identify areas for improvement.

Also by being an Ellis and Associates client for two more years, we will have satisfied module 6.0.1 of the newly adopted Model Aquatic Health Code as set forth by the Centers for Disease Control. This module specifically addresses how aquatic facilities should supervise and train lifeguards. Therefore, a Consulting Agreement for 2015 and 2016 is proposed for Council consideration.

Fees for Ellis and Associates' services are as follows:

	<u>2015</u>	<u>2016</u>
Annual Retainer Fee:	\$925	\$925
Audit Fees (4 audits annually):	\$850	\$925
Facility Inspection Fee (For New Attractions or as requested by the Client):	\$1,500	

The City Attorney has reviewed and approved the documents as to form.

RECOMMENDATION

It is recommended that City Council enter into a two year consulting agreement for professional aquatic safety and risk management services through Ellis and Associates.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

**CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY
AND RISK MANAGEMENT SERVICES**

THIS CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES ("Agreement") made and entered into as of the day and year last written herein below, by and between the client named in the Client Schedule, located at the address stated on the Client Schedule ("Client"), and JEFF ELLIS & ASSOCIATES, INC., a Texas corporation, with corporate offices located at 3506 Spruce Park Circle Kingwood, Harris County, Texas 77345-3033 ("Consultant").

RECITALS:

- A. Client owns and operates facilities that provide, amongst other things, aquatic activities.
- B. Consultant is in the business of providing a Lifeguard Training Program, Comprehensive Aquatic Safety Program and Services related to aquatic activities.
- C. Client desires Consultant to provide the aforementioned services to Client.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. **RECITALS:** The foregoing recitals and Client Schedule are reaffirmed and made an integral part of this Agreement.
2. **CONSULTANT SERVICES:** Consultant shall perform the following services:
 - (A) **INTERNATIONAL LIFEGUARD TRAINING PROGRAM™.** Consultant shall provide authorization to Client for purposes of training lifeguards in the International Lifeguard Training Program™ on an "as needed" basis, which shall include the following:
 - (i) Aquatic rescue technology;
 - (ii) Victim identification training;
 - (iii) Spinal injury management and extrication training for aquatic environments;
 - (iv) Prevention/Scanning technology training;
 - (v) Professional Lifeguard Development training;
 - (vi) Consultant/Nationally Recognized Professional Rescuer CPR Training;
 - (vii) Consultant/Nationally Recognized Lifeguard First Aid Training; and
 - (viii) ILTP™ lifeguard licensing to be provided upon successful completion of training course for lifeguards employed at Client's facility by Client's employee Instructors.
 - (B) **INTERNATIONAL LIFEGUARD TRAINING PROGRAM™ INSTRUCTOR.** Consultant shall provide Instructor level training programs for the International Lifeguard Instructor Training Program on an "as needed" basis for Client's employees, which shall include the following:
 - (i) Teaching methodology that includes communication and presentation techniques;
 - (ii) Rescue skills enhancement training to develop "Instructor level" quality for ILTP™ course demonstrations;
 - (iii) ILTP™ course philosophy;
 - (iv) Course management and administrative procedures; and
 - (v) Testing and evaluation procedures.
 - (C) **CONSULTANT AQUATIC SAFETY OPERATIONAL AUDITS.** Consultant shall perform its aquatic safety operational audits regarding each of the aquatic facilities operated by Client. Each year Consultant shall perform the number of audits stated in the Client Schedule for the fees specified in the Client Schedule. These audits shall include videotape and written documentation in support of evaluations rendered to Client regarding aquatic risk management issues and same shall be delivered to Client upon completion of the grading process.
 - (D) **ACCIDENT INVESTIGATION AND LITIGATION SUPPORT.** In the event of the occurrence of a fatal or catastrophic accident or any other legal proceeding regarding aquatic safety issues arising involving Client, Consultant shall make its records and documentation of the safety and training standards available to Client. Consultant shall be named lead investigator of any aquatic event by Client and shall conduct said investigations. Consultant shall provide Accident Investigation if required, to Client at no additional fee so long as Consultant determines, in its sole judgment, that Client followed all of the Consultant and/or International Lifeguard Training Program™ aquatic safety protocols failing which, Client shall pay an Additional Consulting Fee as provided in the Client Schedule for such accident investigation and/or litigation support services. Notwithstanding anything to the contrary contained in this paragraph, Client shall always be responsible for Consultant's out-of-pocket costs and expenses relating to any accident investigation and/or litigation support including, but not limited to, travel, couriers, document reproduction, long distance telephone, etc.
 - (E) **CONSULTANT'S INSURANCE.** Consultant shall carry professional liability insurance coverage in the amount of at least two million dollars (\$2,000,000.00) and Workers Compensation coverage in the amount of one million dollars (\$1,000,000).
3. **CLIENT'S RESPONSIBILITIES:** Client's duties and responsibilities under this Agreement are as follows:
 - (A) Adhere to and comply with the International Lifeguard Training Program™ standard of care for lifeguarding, CPR, safety and emergency procedures;
 - (B) Adhere to and comply with the aquatic risk management guidelines provided in the Comprehensive Aquatic Risk Management Handbook to Client;
 - (C) Respond in writing and implement auditor recommendations in accordance with the aquatic risk management protocols provided by Consultant;
 - (D) Make available all emergency action plans and staff certification and training records to Consultant's auditors within ten (10) days of Client's receipt of a written request for same from Consultant;
 - (E) Adhere to and comply with all aspects of the Comprehensive Aquatic Risk Management Program Handbook provided by Consultant. Client hereby agrees that failure to comply with the aquatic risk management requirements of Consultant as stated in the Comprehensive Aquatic Risk Management Program Handbook shall, in the sole judgment of Consultant result in an Event of Default under this Agreement. Client must submit, in writing, any variance request to Consultant to be exempt from any requirements set forth in the Comprehensive Aquatic Risk Management Program Handbook;
 - (F) **Consultant's Fees.** Client shall pay Consultant the fees set forth in the Client Schedule in addition to the out-of-pocket costs and expenses stated in this Agreement. Client shall pay the Annual Retainer Fee, Audit Fees and all remaining billed hourly fees, lifeguard/lifeguard instructor fees, other fees and/or costs and expenses on a NET 30 basis from date of invoice in accordance with the business practices of Consultant. All amounts owed and unpaid after 30 days will be assessed a \$100.00 late fee per invoice per month until paid in full.
4. **TERM:** The Term of this Agreement shall be as stated in the Client Schedule.

5. **DEFAULT AND TERMINATION:**

(A) **Events of Default.** Each of the following shall be an event of default ("Event of Default") under this Agreement for which the defaulting party shall be liable to the non-defaulting party for damages directly arising out of the default (the defaulting party shall not be liable for consequential or incidental damages of any kind whatsoever):

(i) if Client fails to make any payment due under this Agreement within thirty (30) days from the date said payment is due;

(ii) if either party shall default in the substantial performance of any term, covenant or condition of this Agreement (other than those relating to the payment of monies by Client) and the defaulting party fails to remedy such default within twenty-one (21) days after receipt of written notice from the non-defaulting party of such default, or if such default is of such nature that it cannot be reasonably remedied within said twenty-one (21) days (but is otherwise susceptible to cure), the defaulting party shall not within said twenty-one (21) days advise the non-defaulting party of its intention to institute all steps necessary to remedy such default and thereafter diligently pursue to completion all such steps necessary to remedy such default;

(iii) if, in the sole judgment of Consultant, Client fails to adhere to and comply with the aquatic risk management requirements identified in the Comprehensive Aquatic Risk Management Program Handbook and related communications ;

(iv) to the extent permitted by law, if either party admits, in writing, that it is generally unable to pay its debts as such become due;

(v) to the extent permitted by law, if either party makes an assignment for the benefit of creditors; and

(vi) to the extent permitted by law, if either party files a voluntary petition in bankruptcy, voluntarily or involuntarily goes into a liquidation, or a receiver is appointed with respect to substantially all of its assets, and the foregoing are not stayed or dismissed within one hundred and fifty (150) days after such filing or other action.

(B) **NOTICE OF EVENT OF DEFAULT.** The foregoing events of default shall not become effective and actionable (i.e., become an "Event of Default") until the non-defaulting party first sends written notice of same with sufficient detail regarding the nature of the default to the defaulting party and the defaulting party fails to cure said default within twenty-one (21) days from its receipt of said notice subject to the provisions of subparagraph 5(A)(ii) herein.

(C) **TERMINATION.**

(i) In the event this Agreement is terminated by operation of law or otherwise prior to the expiration of its Term (as defined in the Client Schedule), then, in that event, all finished documents, manuals, data, studies, surveys, drawings, maps, models and aquatic safety auditing reports prepared by Consultant under this Agreement shall remain the property of Client and Consultant shall be entitled to receive equitable compensation for any such finished and/or unfinished work and services provided up to the date of termination.

(ii) At the end of the Term of this Agreement, this Agreement shall terminate and all ILTP™ lifeguard licenses and the Comprehensive Aquatic Risk Management Program Handbook shall remain the property of Consultant and shall be immediately returned by Client to Consultant.

6. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:**

(A) **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Consultant. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interest of Consultant whether or not such information is identified as Confidential Information by Consultant. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: the Comprehensive Aquatic Risk Management Program Handbook and documents, client memos, newsletters, manuals, data, studies, surveys, drawings, maps, models, ILTP™ lifeguard licenses and aquatic safety auditing reports prepared by Consultant under this Agreement, and any other information or procedures that are treated as or designated secret or confidential by Consultant.

(B) **EXCLUSIONS.** Confidential Information does not include information that Client can demonstrate: (i) is now, or hereafter becomes, through no act on the part of Client, generally known to the public; (ii) is rightfully obtained by Client from a third party, without breach of any obligation to Consultant; or (iii) is independently developed by Client without use of or reference to the Confidential Information.

(C) **CONFIDENTIALITY.** Client and Client's representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 6(D) and 6(E) of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Client hereby agrees to indemnify and hold harmless Consultant against any and all losses, damages, claims, expenses, and attorney's fees, including those for appeals, incurred or suffered by Consultant as a result of a breach of this Agreement by Client or Client's representatives.

(D) **PERMITTED DISCLOSURES.** Client may disclose Consultant's Confidential Information to Client's responsible representatives and employees with a bona fide need to know such Confidential Information to the extent necessary to perform their employment responsibilities.

(E) **REQUIRED DISCLOSURES.** Client may disclose Consultant's Confidential Information if and to the extent that such disclosure is required by court order, provided that Client provides Consultant a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

(F) **USE.** Client and Client's representatives shall use the Confidential Information solely for the purpose of operating under this Agreement as it applies to the operation of Client's business and shall not in any way use the Confidential Information to the detriment of Consultant. Nothing in this Agreement shall be construed as granting any rights to Client, by license or otherwise, to any of Consultant's Confidential Information.

7. **MISCELLANEOUS:**

(A) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principals of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in the state court, and the United States District Court, Southern District of Florida, if in the federal court.

(B) **CAPTIONS AND PARAGRAPHS.** Captions and paragraph headings in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

(C) **ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement and any attachments hereto, if any, contain the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

(D) **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written and enforced as so limited.

(E) WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER REGARDING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES CREATED HEREBY, AND/OR A CLAIM FOR INJURY OR DAMAGE. CLIENT ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY THE INCLUSION OF THE PROVISIONS OF THIS PARAGRAPH IN THIS AGREEMENT.

(F) NOTICES. All notices, requests, demands, or other communications hereunder shall be in writing and deemed to have been given only if and when hand delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, UPS) to the parties hereto at their respective addresses set forth at the outset of this Agreement or such other address as either party shall designate by notice pursuant to this paragraph. Copies of all notices, requests, demands or other communications hereunder to Consultant shall also be sent to Consultant's counsel: Joel N. Minsker, Esq., Bloom & Minsker, P.L., 1110 Brickell Avenue, Suite 700, Miami, Florida 33131-3107.

(G) CLIENT. The term "Client" shall mean the entity named in this Agreement and shall also include its officers, directors, employees, agents, representatives and the like.

(H) INDEPENDENT CONTRACTOR. Consultant, in performing its functions, duties and obligations herein, shall at all times be and act as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Client and Consultant, or as constituting Consultant as an agent or employee of Client.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year last written hereinbelow.


ACLIENT@

ACONSULTANT@

a _____ corporation

JEFF ELLIS & ASSOCIATES, INC.,
a Texas corporation

By: _____

By: 
RICHARD A. CARROLL, Senior Vice President/COO

Date: _____

Date: January 1, 2014



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CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIBRARY2GO CONSORTIUM, OVERDRIVE PARTICIPATING LIBRARY FORM

DISCUSSION/ANALYSIS:

The Oregon Digital Library Consortium (ODLC) was formed in 2006 and Astoria joined early in the consortiums history. On August 1, 2008, the Astoria Public Library went live on the Oregon Library Digital Consortium, bringing downloadable electronic content to the Astoria Library's cardholders. The initial buy in cost \$4,662.31 and included one time fees. The Astor Library Friends Association paid the one time \$1,500 setup fee and the City paid the remaining annual fees.

Consortia wide circulation of materials and participation by the cardholders of member libraries have risen steadily, from the initial download to a current high exceeding 1,198,376 downloads. Astoria users mirror this rise, from 1034 items downloaded the initial year to 4,449 items downloaded in 2013/2014, an increase of 330%.

Fees for this consortium have remained steady with limited increases since its inception. In 2014/15, participation in the consortium cost Astoria \$2,538.55. In 2015/2016, however, ODLC renegotiated its contract with OverDrive (the service provider) resulting in an increase of 25% in fees. The Fiscal Year 2015/2016 cost will be \$3,173.19. The total cost of participation will increase by \$634.64 in Fiscal Year 2015/2016. Fee increases of approximately 25% per year can be expected for the next three years.

Participation in the Oregon Digital Library Consortium has provided Astoria Library cardholders access to 54,582 items available for download. Access to the electronic content of the ODLC greatly enhances the Astoria Library's ability to supplement its other services and collections. The agreement, covering three years, has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

It is recommended that Council authorize the City Manager to sign the OverDrive Digital Library Reserve Consortium: Participating Library Form, effective July 1, 2015 for a term of three years from the effective date.

By: _____
Jane Tucker, Library Director

**OverDrive® Digital Library Reserve Consortium: Participating Library Form**

Consortium Information	
Name of Consortium: Oregon Digital Library Consortium	
Name of Participating Library: Astoria Public Library	
Address: 450 Tenth Street	
City, State/Province, Postal Code: Astoria, Oregon 97103	Country: USA
Participating Library Primary Contact	
Name: Jane Tucker	Title: Director
Telephone: 503-325-7323	Email: jtucker@astoria.or.us

OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Participating Library Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

OverDrive Consortium Terms and Conditions:

Term: The Initial Term of this Participation Form shall be for **three (3) years** from the Effective Date of July 1, 2015. All Participating Library terms shall run concurrent to the Consortium Agreement.

Membership: Any current OverDrive standalone system customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

Digital Content Usage: Authorized Patrons and/or Participating Library may access and/or download the Digital Content (i) on Participating Library-issued devices or computers with exclusive and individual unique user accounts; (ii) on Participating Library-issued devices which are circulated in accordance with the OverDrive Test Drive program; (iii) on Authorized Patrons personal devices; (iv) on shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and (iv) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

Additional Fees: Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Annual Participation Fee.

Withdrawal: Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Consortium Access Agreement, the terms of which are attached hereto and incorporated herein.

Acknowledgement and Acceptance:

On behalf of my Participating Library, I represent and warrant that I have the authority to enter into this Participation Agreement and my signature below indicates my Participating Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) _____ Title _____

Name (Print) _____ Date _____

Please complete this Participation Form and return by fax to +1 216-573-6889 or email to sales@overdrive.com.

OverDrive Digital Library Reserve Consortium Access Agreement

Oregon Digital Library Consortium

1. Digital Library Reserve Application Services

1.1 OverDrive will create and host a Consortium Website for the Participating Libraries use of the Application Services. OverDrive shall provide the Application Services to the Consortium and Participating Library under the terms of the Consortium Agreement Form, Participating Library Form and this Access Agreement (collectively referred to as the "Agreement").

1.2 OverDrive shall create an account in OverDrive's content selection platform, OverDrive Marketplace, for each Participating Library to select Digital Content to make available at the Consortium Website to Authorized Patrons and to access reports. Individual Participating Libraries may enroll in the OverDrive Advantage program to allow Digital Content access to Authorized Patrons of its library only. OverDrive Advantage is subject to the terms and conditions of the OverDrive Advantage Order Form.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive's suppliers. Consortium may be required to complete additional forms, documents or other associated materials provided by OverDrive and shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to Consortium.

1.5 Any current OverDrive standalone system customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by a Participating Library. OverDrive may require a Participating Library to complete an updated version of the same.

1.6 If Consortium seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions.

1.7 Nothing under the Agreement grants any right to Consortium to the use of, or access to, any Application Services source code. Consortium does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the Consortium Website.

2. Consortium Website

2.1 Consortium shall use commercially reasonable efforts to ensure that use of the Applications Services, the Consortium Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to Consortium. Consortium shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the Consortium, Participating Library and/or Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive's suppliers for personal, non-commercial use. All Digital Content available at the Consortium Website shall have at least a seven (7) day lending period, or other minimum lending period as otherwise required by suppliers or publishers of Digital Content.

Consortium, Participating Library and/or Authorized Patrons may access and/or download, the Digital Content:

- (a) On Participating Library-issued devices or computers with exclusive and individual unique user accounts;
- (b) On Participating Library-issued devices which are circulated in accordance with the OverDrive Test Drive program;
- (c) On Authorized Patrons' personal devices directly;
- (d) On shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and
- (e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Consortium and Participating Library shall reasonably cooperate with OverDrive to limit access to the DLR Service to end users who are Authorized Patrons. In the event a Participating Library or Consortium desires to provide access to the DLR Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, which provide access, temporary or permanent, to the DLR Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 OverDrive will create and implement a Consortium Website for Consortium and Participating Library's use of the Application Services that will include search function (by title, category, author, keyword), multiple categories with multiple listing option, auditing and reporting functions and access to a protected web portal to manage the Consortium's catalog of Digital Product. Subject to OverDrive's approval, which shall not be unreasonably withheld, OverDrive will incorporate the Consortium's name and logos in accordance with design suggestions as provided by Consortium. Consortium will have the ability to manage and promote Digital Products from a password protected Digital Library Reserve administrative web portal.

2.5 Consortium represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.6 Each Participating Library shall include a direct hyperlink and/or logo linked to the Consortium Website home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.

2.7 Participating Library agrees to perform Primary Support for its Authorized Patrons, unless Participating Library has completed the Front Line Tech Support Order Form and paid for Front Line Tech Support services. OverDrive will provide Participating Library with training and documentation for Participating Library's provision of Primary Support. Participating Library will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its Consortium Website.

2.8 During the Agreement and any renewal periods, Consortium will reasonably cooperate with OverDrive to achieve OverDrive's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Products. Each Participating Library shall establish policies and procedures to abide by the Digital Content usage guidelines as described in Section 2.2. Participating Library shall provide OverDrive access to a test Patron account for purposes of validating the systems' performance relating to the Application Services. Participating Library will reasonably cooperate with OverDrive to correct or adjust systems as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OverDrive at its own expense and during regular business hours and in such a manner as not to interfere with Participating Library's normal activities. Nothing in this Section shall entitle OverDrive to any patron data or information relating to the identity of Patrons accessing any components of the Application Services.

2.9 Consortium shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Consortium Website and/or web traffic or data to and from the Consortium Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.10 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Payments

3.1 Participating Library and/or Consortium shall make payment to OverDrive for all Annual Participation Fees, Content Service fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. During the term of this Agreement, Participating Libraries may select Digital Content subject to standard terms and pricing. In the event of Consortium and/or Participating Library's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as Consortium and/or Participating Library's account becomes current.

3.2 Consortium and the Participating Libraries assume the responsibility for providing a suitable network and Internet system for integration of Application Services into the Consortium Website or other systems. All parties acknowledge that any expenditures or commitments are made at the risk of the party making such expenditures or commitments. Participating Library agrees that it shall be responsible for its own expenses and costs under this Agreement, including MARC records, SIP or similar protocol, or any other costs, and that OverDrive shall have no obligation to reimburse Participating Library for any expenses or costs incurred by Participating Library in the preparation, systems integration, use of the Application Services, or for any performance of Participating Library's duties hereunder.

3.3 Each Participation Form is a commitment of the current revenues only of the named Participating Library. Such Participating Library represents and warrants that it has appropriated and budgeted the necessary funds to make all payments required pursuant to its' Participation Form for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make payments for the full contract term as scheduled in the Consortium Participation Form if funds are appropriated for the payment in each succeeding fiscal year by its governing body. The Participating Library reasonably believes that monies in an amount sufficient to make all payments can and will lawfully be appropriated. If the Participating Library's governing body fails to appropriate sufficient funds in any fiscal year for payments due and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Participating Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Participating Library's governing body; and (2) this Participation Form shall terminate on the first day of the fiscal year in which funds are not appropriated.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Digital Library Reserve Consortium Agreement between OverDrive and Consortium.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to Consortium by this Agreement shall be terminated immediately and Consortium shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

4.4 If a Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

5. Warranties and Indemnification

5.1 The parties represents and warrants to that each has the necessary permissions, ownership and intellectual property rights and licenses related to performance under this Agreement.

5.2 THE WARRANTIES SET FORTH UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OVERDRIVE BE LIABLE TO LIBRARY OR ITS AUTHORIZED PATRONS AND OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

5.3 OverDrive agrees to indemnify Consortium against liability and expense, including reasonable attorney fees, arising from any breach of OverDrive's warranty that it has the required rights to the Application Services and that the Application Services does not infringe any ownership or intellectual property right of a third party, provided that OverDrive: (i) is notified immediately after a Participating Library receives notice of such claim (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (iii) received Consortium and/or Participating Library's cooperation in the defense or settlement of such claim; (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of OverDrive) of the occurrence of a finding of infringement, either to procure for Participating Libraries the right to continue use of the Application Services, or to replace the relevant portions of the Application Services with other equivalent, non-infringing portions. If OverDrive is unable to accomplish either of the options set forth in (iv) above, at OverDrive's option OverDrive shall either remove the portion of the Application Services in issue and refund to each Participating Library the value of such portion, or remove the entire Application Services and refund to each Participating Library the entire amount paid pro-rata under this Agreement as it relates to the incident that gave rise to the claim.

5.4 OverDrive shall have no obligation to Consortium to defend or satisfy any claims made against a Participating Library that arise from use, marketing, licensing, or disposition of the Application Services by the Participating Library other than as permitted by this Agreement. OverDrive shall not be responsible to indemnify Consortium for claims arising from the use or license of third party software including DRM where OverDrive is not afforded such corresponding indemnification from said third party vendor. In the event a claim arises from use of non- OverDrive technology, where the vendor of such product or technology does not indemnify OverDrive, then OverDrive is not liable to extend indemnification under this section to Consortium for any such claims.

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. Consortium and the Participating Libraries shall not share its passwords and login credentials of its' account in OverDrive's content selection portal with anyone, including any third party. Consortium and Participating Libraries shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Consortium and each Participating Library shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to Consortium at the address provided on the Consortium Agreement, Attention: Consortium Primary Contact (as designated on the Consortium Agreement), or as otherwise agreed by the parties.

6.5 Assignment. OverDrive may assign this Agreement. This Agreement may not be assigned by Consortium, nor any duty hereunder delegated by Consortium without the prior written consent of OverDrive, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Consortium Agreement Form, Participation Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Consortium Agreement Form, Participation Form and/or Access Agreement from time to time.

6.7 All Disputes Arising From the Agreement. This section has been intentionally omitted.

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 "Application Services" or "DLR Service" shall mean the Consortium Website and digital content distribution service provided to Consortium and Participating Libraries, which utilize OverDrive® and other third party technologies and services.

7.2 "Authorized Patron(s)" shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in a Participating Library's service area and which the Participating Library authorizes to download and/or access Digital Content from the Library Website or otherwise utilize the Application Services.

7.3 "Consortium" or "Library" shall mean all of the Participating Libraries, collectively.

7.4 "Consortium Website" shall mean the Internet-based application that provides Authorized Patrons access to Digital Products operated in association with Digital Library Reserve and as a component of the Consortium's website address (URL).

7.5 "Digital Content" shall mean the digital titles (e.g. eBooks, audiobooks, music and video) made available from OverDrive at the Library Website.

7.6 "Effective Date" shall mean the date upon which the Consortium Website is made available for public access.

7.7 "Participating Library" shall mean the organization or entity identified in the Participating Library Information section of the Participation Form.

7.8 "Participation Form" shall mean the OverDrive Digital Library Reserve Consortium Participation Form completed by the Library.

7.9 "OverDrive" shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.10 "Primary Support" shall mean the services provided by Participating Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Consortium Website and Digital Content.

7.11 "Secondary Support" shall mean the technical support services provided by OverDrive to Participating Library including reasonable efforts to assist Participating Library in providing Primary Support.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

December 10, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **REQUEST TO PURCHASE CITY OWNED PROPERTY ADJACENT TO 1610 COXCOMB DRIVE**

DISCUSSION/ANALYSIS

The City has received a request from William Armington to purchase a City owned parcel adjacent to 1610 Coxcomb Drive. Mr. Armington wishes to purchase a portion of the lot for additional yard space and to protect his views. The property is approximately 12,326 square feet and located directly east of the applicant's property. The applicant has requested to purchase Lot 2 and the vacated portion of Madison Avenue (formerly South Street) which is approximately 8,200 square feet of the lot. The parcel is not included within the Astoria Column Park boundaries. It is currently located within the Institutional Zone (IN) and is not zoned for residential use. If the property is to be developed in the future with any associated residential use, other than landscaping, it would need to be rezoned to the adjacent residential zone.


The property was appraised by Steven Weed, MAI SRA and the estimated market value is listed at \$15,000. Mr. Armington has indicated a willingness to buy this property at the appraised value.

At their December 1, 2014 meeting, the Astoria City Council acted to schedule a public hearing on the proposed property sale on December 15, 2014 at 7:00 p.m.

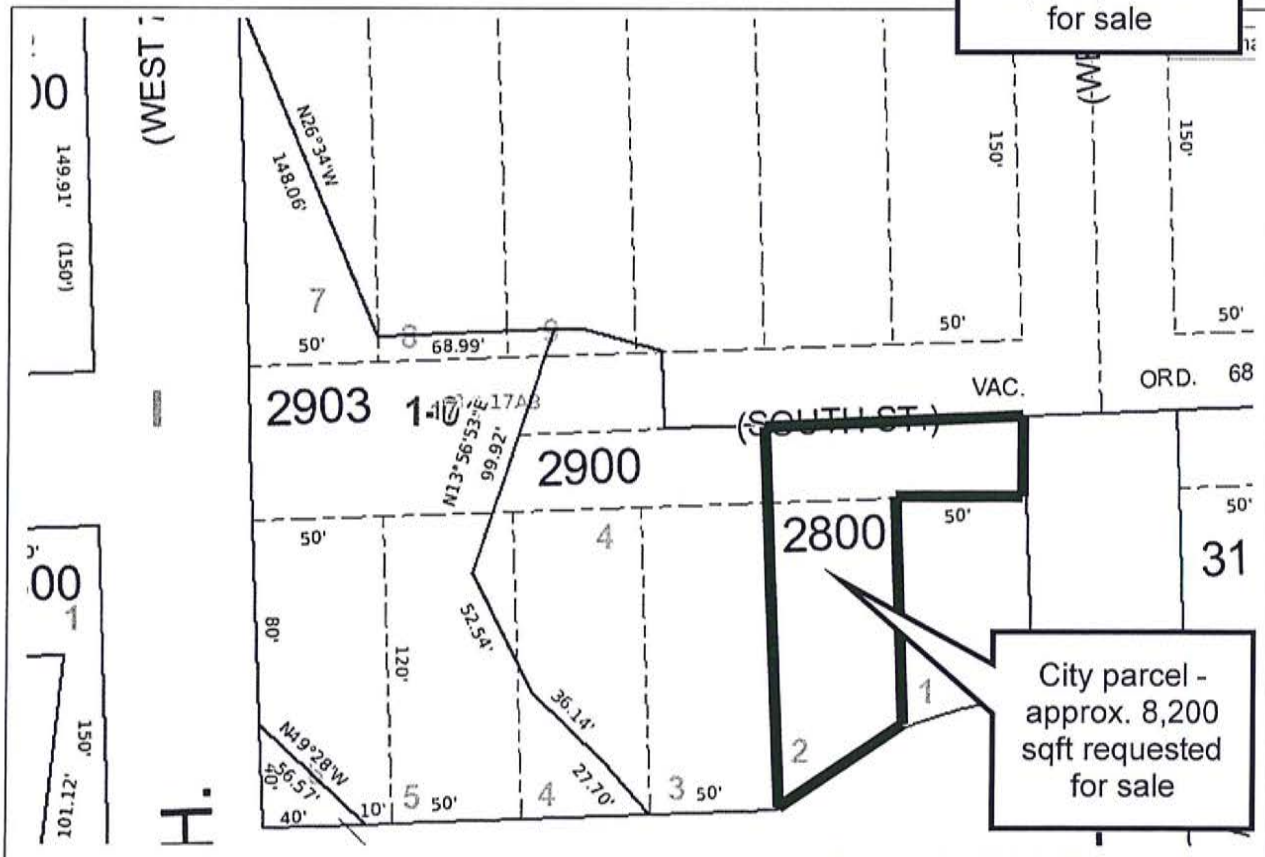
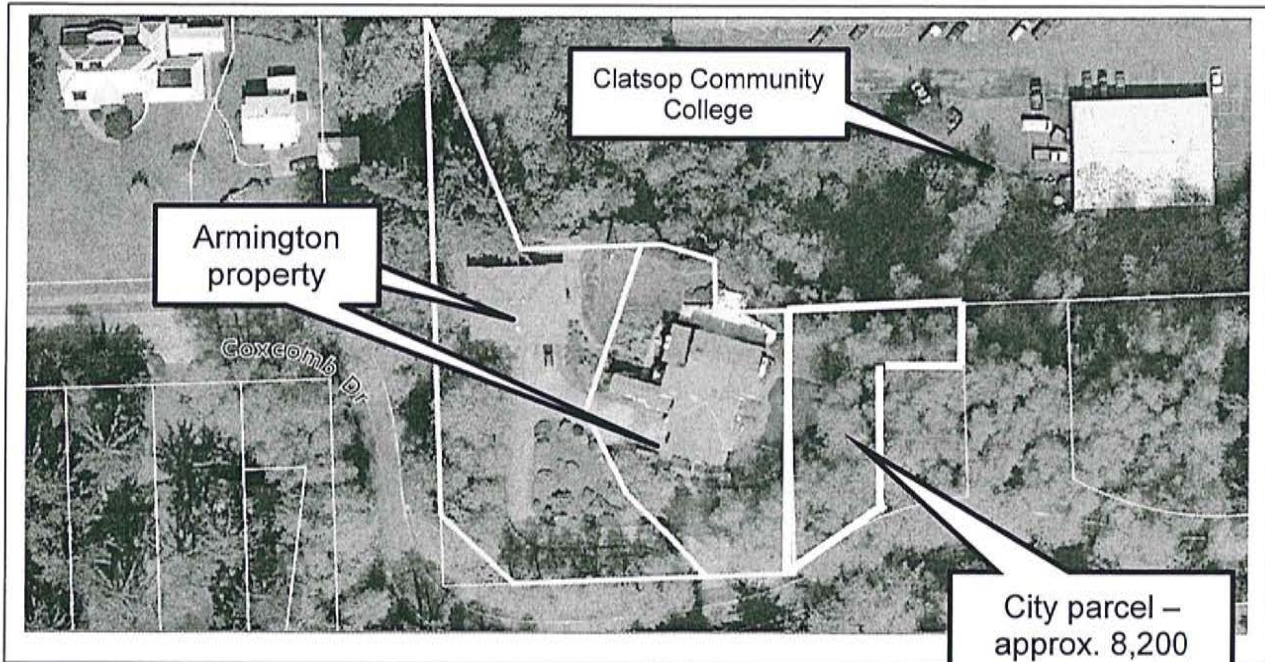
RECOMMENDATION

It is recommended the Astoria City Council conduct the scheduled public hearing, and if deemed appropriate, approve the sale of City-owned property adjacent to 1610 Coxcomb to William Armington.

By: 
Rosemary Johnson, Planner

Through: 
Ken P. Cook, Public Works Director

REQUEST TO PURCHASE CITY OWNED PROPERTY
 ADJACENT TO 1610 COXCOMB DRIVE
 Lots 1 & 2, Block 95, Shively and vacated portion of Madison Avenue





CITY OF ASTORIA
POLICE DEPARTMENT

December 9, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: YOUNG'S BAY RESTAURANT SEAFOOD AND GRILL OLCC APPLICATION

DISCUSSION/ANALYSIS

The City has received an application from Nicole Keller and Nick Clark to license the premise located at 1820 SE Front Street. The license application is for limited on premise (beer wine and cider consumed on premise, growler fills) and off premise sales (beer, wine and cider to go). This business is formerly known as Tide Point.

As part of the application process, the Police Department conducted an investigation into the applicant and the neighborhood reactions to the licensing. A survey of neighbors had one person, who based on the applicant, had concerns.

An initial check into the background of the applicant and the sufficiency of the application raised several concerns that caused a negative recommendation at the December 1, 2014 meeting. Staff had asked the applicant to withdraw her application and engage in discussions to solve several issues. Since that meeting the applicant has worked with Police staff and the Oregon Liquor Control Commission Inspector. The applicant submitted a new application that rectified all substantive concerns.

RECOMMENDATION

Staff recommends approving the license. Ms. Keller and Mr. Clark have worked to answer all questions which led to the previous denial recommendation.

A handwritten signature in black ink, appearing to read "Brad Johnston", is written over a horizontal line.

Brad Johnston
Chief of Police / Assistant City Manager



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- All 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: 11-4-14

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: Brett Estes

Title: City Manager

OLCC USE ONLY

Application Rec'd by: ce

Date: 10/23/14

90-day authority: Yes No

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

① ~~Nicole Kelley~~ KEELER YOUNG'S BAY RESTAURANT
SEAFOOD & GRILL, LLC

2. Trade Name (dba): YOUNG'S BAY RESTAURANT SEAFOOD & GRILL

3. Business Location: 1820 SE FRONT ST ASTORIA CLATSOP OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: SAME
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 325-4744
(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: TIDE POINT RESTAURANT

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

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

11. Contact person for this application: NICOLE KELLEY (503) 791-2955
(name) (phone number(s))
77071 DEZENA MAYGEE RD CLATSOP, OR 97116
(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 Nicole Kelley Date 10/23/14 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: NICOLE KELLER Phone: (503) 791-2955

Trade Name (dba): YOUNG'S BAY RESTAURANT SEAFOOD & GRILL

Business Location Address: 1820 SE FRONT ST

City: ASTORIA ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 6am to 8pm
 Monday 6am to 8pm
 Tuesday 6am to 8pm
 Wednesday 6am to 5pm
 Thursday 6am to 8pm
 Friday 6am to 8pm
 Saturday 6am to 8pm

Outdoor Area Hours:

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

The outdoor area is used for:

- Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: DURING SUMMER WE WILL BE OPEN UNTIL 11pm

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

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

BANDS ON HOLIDAYS & SPECIAL OCCASIONS ONLY !!

SEATING COUNT

Restaurant: 65 Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 65

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: Nicole Keller Date: 10/23/14

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



CITY OF ASTORIA

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COMMUNITY DEVELOPMENT

December 5, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **VACATION OF 1700 BLOCK DUANE STREET**

DISCUSSION/ANALYSIS

On December 2, 2013, the City vacated a portion of the 1700 Block of Duane Street adjacent to the Columbia River Maritime Museum (CRMM) storage area at 1777 Marine Drive to accommodate their use of the area between their buildings and as part of a larger land swap concerning the train station property and the USCG parking area on Duane Street. At that time, there was discussion concerning possible vacation of the remaining west portion of Duane Street that is adjacent to the Maritime Texaco Station property at 1701 Marine Drive and the Moose Lodge at 420 17th Street. However, due to the need to proceed with the CRMM issues without additional delays, the remainder of the Duane Street right of way was not vacated at that time.

Since then, staff has met with representatives of both the Maritime Texaco Station and the Moose Lodge concerning the possible vacation of the portion of Duane Street adjacent to their properties. Both parties are interested in the street vacation and have submitted applications to the City.

This portion of Duane Street is platted 60' wide but due to a previously approved partial street vacation, the existing right-of-way is only 40' wide. The Maritime Texaco Station would acquire a 10' x 100' portion of the street as the previous owners had acquired the 20' x 100' section of the street in the previous vacation in 1944. The Moose Lodge would acquire a 30' x 100' portion of the right-of-way. Staff has reviewed the request and has determined that the area to be vacated does not appear to have any future potential as an access route, but staff believes it would be prudent and in the best interest of the City to reserve easement rights on the vacated area for any existing and/or potential future utilities. The vacated portions of the right-of-way will revert back to the adjacent property owners.

Based on County Assessor's records, staff has calculated the real market land value of properties adjacent to the right-of-way at \$6.12 per square foot. Staff is proposing that an assessment of \$611.89 for Maritime Texaco and \$1835.67 for the Moose Lodge, (this calculates to 10% of the real land value), be considered for the vacation of this portion of the Duane Street right-of-way.

At their meeting of December 1, 2014, the City Council conducted a public hearing and the first reading of the ordinance to vacate the right-of-way.

RECOMMENDATION

It is recommended that the Astoria City Council conduct the second reading, and adopt the ordinance to vacate a portion of the Duane Street right of way.

By: Rosemary Johnson
Rosemary Johnson, Planner

Through: Ken P. Cook
Ken P. Cook, Public Works Director

Ordinance No. 14- _____

AN ORDINANCE GRANTING THE PETITION FOR THE VACATION OF A PORTION OF DUANE STREET RIGHT-OF-WAY LOCATED IN THE 1700 BLOCK OF DUANE STREET

The City of Astoria does ordain as follows:

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

The remaining 40 foot by 100 foot west portion of the Duane Street right-of-way located in the 1700 Block of Duane Street adjacent to Lots 5 & 6, Block 132, and Lots 5 & 6, Block 121, Shively.

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

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

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

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

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____ 2014.

APPROVED BY THE MAYOR THIS THIS _____ DAY OF _____ 2014.

Mayor

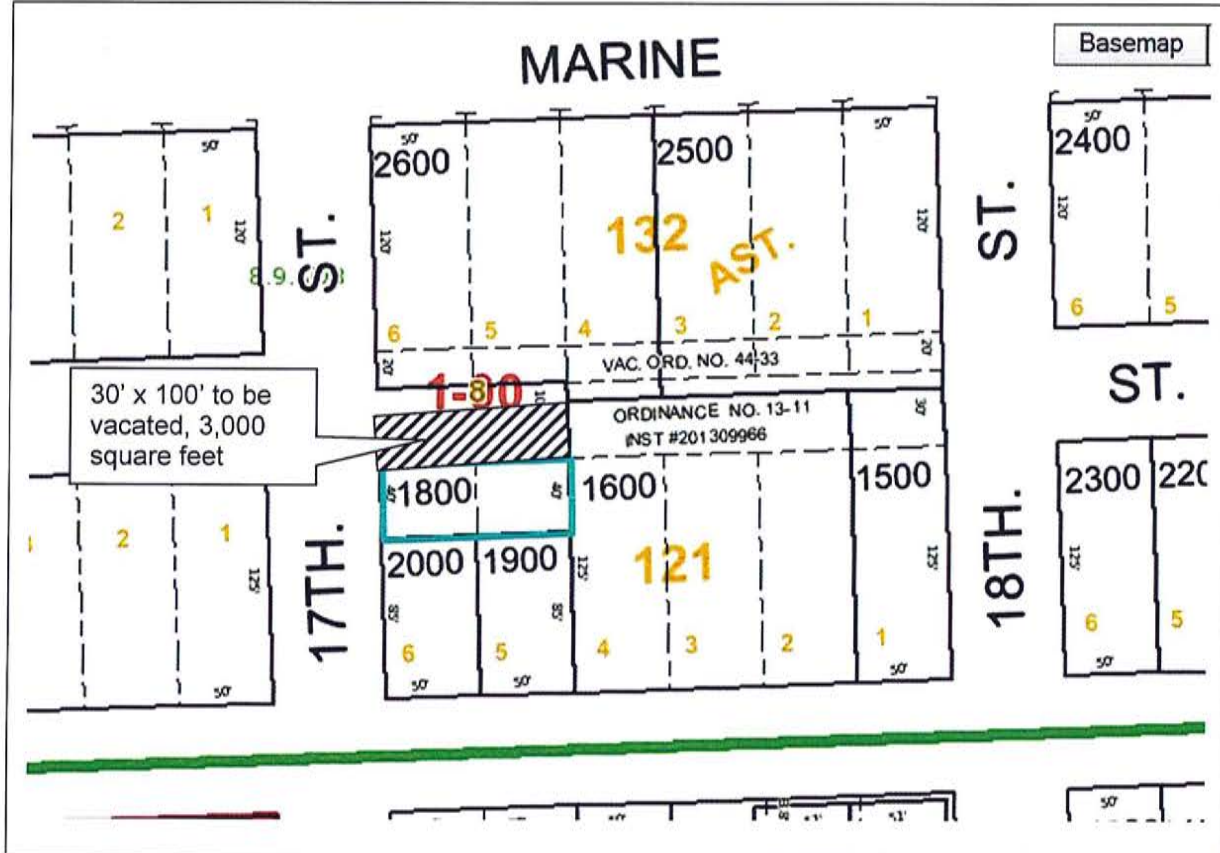
ATTEST:

City Manager, Pro Tem

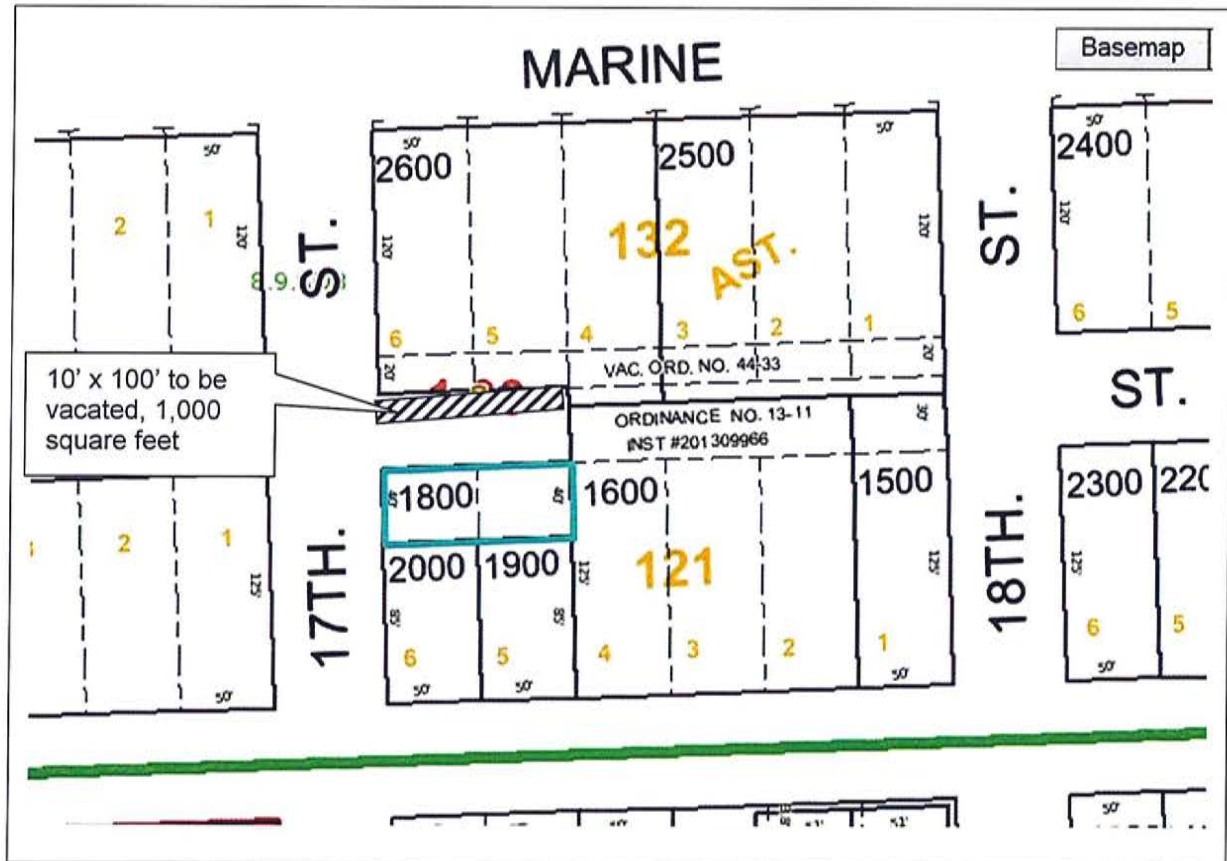
ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor LaMear
 Herzig
 Mellin
 Warr
Mayor Van Dusen

Street Vacation
 1700 Block Duane
 Adjacent to 420 17th Street



Street Vacation
 1700 Block Duane
 Adjacent to 1701 Marine





CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

November 21, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AMENDMENT REQUEST (A14-04) ON WIRELESS COMMUNICATION FACILITIES

BACKGROUND

In 2002, the City adopted a Wireless Communication Facility Ordinance to address where and how communication towers and antennae could be located within the City. For aesthetic purposes, lattice towers were prohibited requiring that any new communication towers be monopoles. The ordinance provided that "public emergency communication" facilities were not subject to the requirements of the code to facilitate public safety. However, the code did not address co-location of a private provider with a public emergency communication facility, and therefore if a public emergency communications tower includes private providers, then it would be required to be a monopole construction.

The current public emergency communication facility and Verizon private facility are located on Coxcomb Hill adjacent to the Astoria Column. For over five years, the City has been working with Verizon concerning the upgrade of their services and the need to upgrade the public emergency services. After much consideration of the existing site, it was determined that the facility should be relocated to another site to improve the aesthetics of the Astoria Column Park. The Friends of the Column, City, and Verizon have identified alternate locations that would provide emergency communications as well as cell service to replace what is provided by the tower at the Column. One site is located in the Land Reserve near Reservoir 3 (east of the Column) would include both private and public facilities.

Due to the type of facilities needed for public emergency communication services, and in order to allow co-location by other private providers, the tower needs to be fairly substantial in construction. The tower would need to be approximately 150' tall to accommodate quality two-way radio coverage. While monopoles can be built taller, generally they are a maximum of 100' or require extensive foundations. The topography and geology of the proposed site makes this challenging. A lattice tower would provide the needed height and space on the tower for co-location of private provider antennas. In addition, maintenance and emergency repair of the facilities can be accomplished quicker with a lattice tower to maintain the critical coverage needed should there be outages of the public emergency service facilities.

If the tower were used only for emergency service facilities, the existing code would not apply and they would be allowed to install a lattice tower. However, since the tower will have co-location of private providers, it is subject to the Wireless Communication Facility Ordinance which prohibits lattice towers. By co-locating both public and private facilities, the number of towers is reduced and only one tower would be required at Reservoir 3 site. Therefore, staff has initiated a proposed

code amendment to allow lattice towers in the LR Zone and only if they also accommodate an emergency service facility regardless of additional co-location by private providers. The intent of the original code was to prevent a forest of cell towers and to maintain the visual quality of the Astoria skyline. Since the tower could be lattice if it was only for emergency services, and since co-location would reduce the need for additional towers, it would be consistent with the intent of the code to allow a co-located emergency service tower to be a lattice tower.

At its October 28, 2014 meeting, the Astoria Planning Commission held a public hearing and recommended that the City Council adopt the proposed amendment. A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission are attached. Also attached to this memo is the proposed ordinance. A public hearing and first reading on the Amendment was held at the December 1, 2014 City Council meeting.

RECOMMENDATION

If the Council is in agreement, it would be in order for Council to hold a second reading and adopt the Ordinance. The following is sample language for motions for adoption of the Findings of Fact and Ordinances:

"I move that the Astoria City Council adopt the findings and conclusions contained in the staff report, and approve Amendment Request A14-04 to the Astoria Development Code and adopt the Ordinance."

By: 

Rosemary Johnson, Planner

ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING THE ASTORIA DEVELOPMENT CODE SECTION 15.065.A.5
PERTAINING TO WIRELESS COMMUNICATION FACILITIES

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Development Code Section 15.065.A.5, General and Operating Requirements, Prohibited Structures, is deleted in its entirety and replaced to read as follows:

"5. Prohibited Structures.

- a. Lattice and guyed wire towers and support structures and speculation ("spec") support structures are prohibited in all zones except as noted in Section 5.b.
- b. Lattice towers and support structures that are required for Emergency Communications Facilities and Temporary Communications Facilities operated by public officials may be located in the LR Zone (Land Reserve). Co-location by private communication providers on a lattice tower with emergency communication facilities is allowed."

Section 2. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

ATTEST:

Mayor

Brett Estes, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner	LaMear
	Herzig
	Mellin
	Warr
Mayor	Van Dusen



CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

October 20, 2014

TO: ASTORIA PLANNING COMMISSION

FROM: ROSEMARY JOHNSON, PLANNER

SUBJECT: AMENDMENT REQUEST (A14-04) ON WIRELESS COMMUNICATION FACILITIES

I. BACKGROUND SUMMARY

- A. Applicant: Brett Estes
Community Development Director
City of Astoria
1095 Duane Street
Astoria OR 97103
- B. Request: Amend the Astoria Development Code Section 15.065.A.5 concerning wireless communication facility structures to allow lattice towers and support structures for public emergency communication facilities within the LR Zone (Land Reserve)
- C. Location: City-wide

II. BACKGROUND

In 2002, the City adopted a Wireless Communication Facility Ordinance to address where and how these facilities could be located within the City. The intent was to encourage "stealth" location such as location on elevator penthouses, within church steeples, etc. The ordinance also encouraged co-location by multiple providers at one location/tower. Both of these requirements were intended to reduce the need for towers. For aesthetic purposes, lattice towers were prohibited requiring that any new support structures be monopoles. The ordinance provided that "public emergency communication" facilities were not subject to the requirements of the code to facilitate public safety. However, the code did not address co-location of a private provider with a public emergency communication facility, and therefore if the facility includes private providers, then it would be required to meet the code requirements.

The current public emergency communication facility and Verizon private facility are located on Coxcomb Hill adjacent to the Astoria Column. For over five years, the City has been working with Verizon concerning the upgrade of their services and the need to upgrade the public emergency services. After much consideration of the existing site, it

was determined that the facility should be relocated to another site to improve the aesthetics of the Astoria Column Park which is a major tourist attraction. The Friends of the Column, City, and Verizon have identified two alternate locations that would accommodate the needed towers and provide upgraded services to broader areas within the City and County. The two new locations would be at Shively Park and in the forested Land Reserve area above Irving Avenue. The Shively Park location would be for private companies and would not include emergency service facilities. However, the site in the Land Reserve near Reservoir 3 would include both private and public facilities.



Due to the type of facilities needed for public emergency communication services, and in order to allow co-location by other private providers, the tower needs to be fairly substantial in construction. The tower would need to be approximately 150' tall to accommodate quality two-way radio coverage. While monopoles can be built taller, generally they are a maximum of 100' or require extensive foundations. A lattice tower would provide the needed height and space on the tower for co-location of private provider antennas. In addition, maintenance and emergency repair of the facilities can be accomplished quicker with a lattice tower to maintain the critical coverage needed should there be outages of the public emergency service facilities.

If the tower were used only for emergency service facilities, the existing code would not apply and they would be allowed to install a lattice tower. However, since the tower will have co-location of private providers, it is subject to the Wireless Communication Facility Ordinance which prohibits lattice towers. By co-locating both public and private facilities, the number of towers is reduced and only one tower would be required at Reservoir 3 site. Therefore, staff has initiated a proposed code amendment to allow lattice towers in the LR Zone and only if they also accommodate an emergency service facility regardless of additional co-location by private providers. The intent of the original code was to prevent a forest of cell towers and to maintain the visual quality of the Astoria skyline. Since the tower could be lattice if it was only for emergency services, and since co-location would reduce the need for additional towers, it would be consistent with the intent of the code to allow a co-located emergency service tower to be a lattice tower.

III. PUBLIC REVIEW AND COMMENT

A. Astoria Planning Commission

A public notice was mailed to Neighborhood Associations, various agencies, and interested parties on October 3, 2014. In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on October 21, 2014. The proposed amendment is legislative as it applies City-wide. Any comments received will be made available at the Astoria Planning Commission meeting.

The APC's recommendation will be forwarded to the City Council for public hearing tentatively at the December 1, 2014 City Council meeting.

B. City Council

A public notice will be mailed to Neighborhood Associations, various agencies, and interested parties on November 7, 2014. In accordance with Section 9.020, a notice of public hearing will be published in the Daily Astorian on November 24, 2014. Any comments received will be made available at the City Council meeting.

IV. FINDINGS OF FACT

- A. Development Code Section 10.020(A) states that *"an amendment to the text of the Development Code or the Comprehensive Plan may be initiated by the City Council, Planning Commission, the Community Development Director, a person owning property in the City, or a City resident."*

Finding: The proposed amendment to the Development Code is being initiated by the Community Development Director.

- B. Section 10.050(A) states that *"The following amendment actions are considered legislative under this Code:*

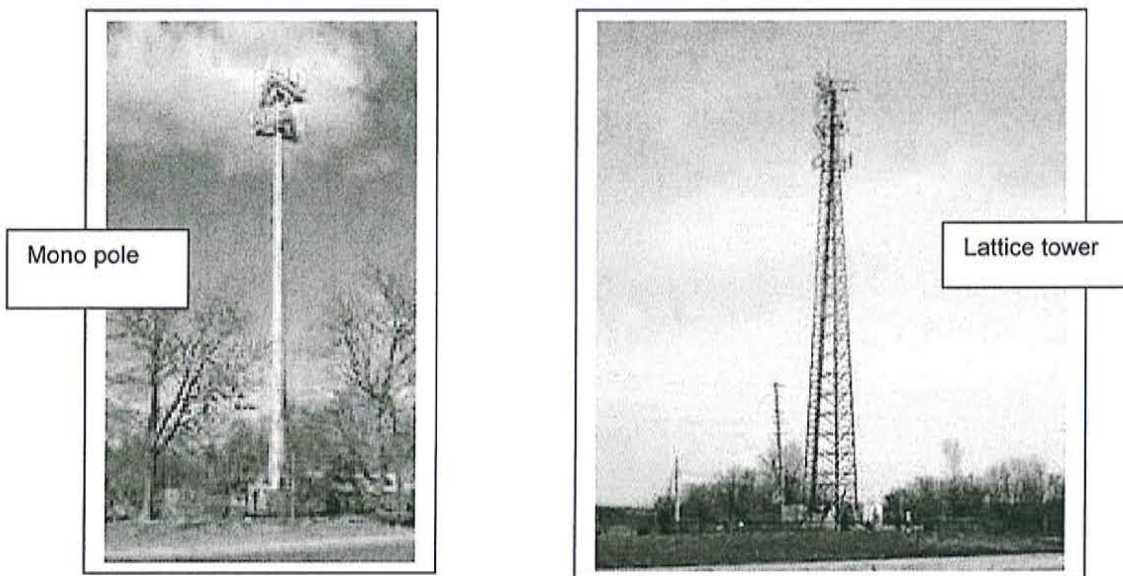
1. *An amendment to the text of the Development Code or Comprehensive Plan. . ."*

Finding: The proposed amendment is to amend the text of the Astoria Development Code Article 15 concerning Wireless Communication Facilities (WCF) to allow lattice towers in the LR Zone that include emergency service facilities. The Code is applicable City-wide. Processing as a legislative action is appropriate.

- C. Section 15.010, Wireless Communications Facilities, Purpose states that *"To accommodate the increasing communication needs of Astoria residents, businesses, and visitors, while protecting the public health, safety and general welfare, and visual and aesthetic environment of the City, these regulations are established to:*

1. *Provide a process and uniform comprehensive standards for the development and regulation of Wireless Communication Service Facilities.*
2. *Enhance the ability to provide communications services to City residents, businesses and visitors.*
3. *Protect the City's scenic, natural, cultural and historical resources, and visual environment from the potential adverse physical and visual effects of Wireless Communication Service Facilities, through careful design and siting standards."*

Finding: The proposed amendment would allow for the co-location of public and private communication facilities on a single tower that would provided the needed services to the City while protecting the historic and visual qualities of the City. The design change from a monopole to a lattice tower in the LR Zone would eliminate the need for multiple towers.



C. Section 10.070(A)(1) requires that *"The amendment is consistent with the Comprehensive Plan."*

1. CP.005(5), General Plan Philosophy and Policy Statement states that local comprehensive plans *"Shall be regularly reviewed, and, if necessary, revised to keep them consistent with the changing needs and desires of the public they are designed to serve."*

Finding: The WCF Ordinance did not address the possibility of co-location of private and public facilities. The proposed amendment would address the changes in the technology of wireless communication, and the need to provide better service to the community.

2. CP.440.5, Forest Resource Policies, states that *“Scenic forest lands such as the corridor along Williamsport Road, the area around the Astor Column, or areas which have significant value for open space or recreation will be designated as such in the City's Plan.”*

CP.455, Overall Goal, states that *“The City of Astoria will, through its Plan and ordinances, protect the natural values that make the City a desirable place to live and work.”*

CP.460.1, Natural Resource Policies states that *“The Plan land and water use designations will protect those areas that have high natural value, and direct intensive development into those areas that can best support it.”*

CP.460.3 , Natural Resource Policies states that *“The City recognizes the importance of “trade offs” that must occur in the planning process. Although certain estuary areas have been designated for intensive development, other areas will be left in their natural condition in order to balance environmental and economic concerns.”*

CP.460.4, Natural Resource Policies, states that *“The City's “Land Reserve” area has been designated as such in order to protect forest lands for forest uses, and to allow for limited, well planned residential development in certain areas. It is intended that forest uses include wildlife habitat, stream or drainage protection, windbreaks, recreation and scenic buffers. By requiring and encouraging techniques such as planned or cluster development, buffering, geologic site investigations, and similar measures, natural values will be protected.”*

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

CP.250.6, Historic Preservation Goals, states that *“The City will promote appreciation of Astoria's natural resource base, including wooded areas, marshlands, and water-based sites as elements of the City's historic growth and development.”*

Finding: The intent of the WCF Ordinance is to allow for wireless facilities while preserving the scenic and historic character of Astoria. The proposed amendment would preserve the aesthetic views of the Astoria skyline with the ability to locate a tower that could accommodate both emergency services and private providers on one tower rather than multiple towers. This “trade off” is consistent with the intent of the WCF Ordinance.

Relocation of the existing towers at the Astoria Column would help to restore the Park to the original historic and natural setting. Allowing the use

of lattice towers in the LR Zone would help facilitate the relocation of the existing towers located adjacent to the historic Astoria Column.

3. CP.205, Economic Development Goal 6, states that the City will *“Maintain a system of public facilities and services capable of supporting existing and future industry, and commercial development.”*

Finding: With the changing wireless communication industry, the private providers are continually upgrading the services in the Astoria and Clatsop County area. The upgraded services allow expansion of wireless based communications and industries in this area. The proposed change would allow co-location of public emergency services and private providers on a facility that would benefit both entities and reduce the need for multiple towers.

Finding: The request is consistent with the Comprehensive Plan.

- D. Section 10.070(A)(2) requires that *“The amendment will not adversely affect the ability of the City to satisfy land and water use needs.”*

Finding: The proposed amendment will satisfy land use needs in that it will allow for the installation of a public emergency communications facility that is co-located with private providers on a single tower to provide both public and private wireless services. With the proposal that the lattice towers only be located in the LR Zone which is outside the Urban Growth Boundary does not impact the buildable area of the City. The proposed amendment will not adversely affect the ability of the City to satisfy land and water use needs.

V. CONCLUSION AND RECOMMENDATION

The request is consistent with the Comprehensive Plan and Development Code. Staff recommends that the Astoria Planning Commission forward the proposed amendment to the City Council for adoption.



December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: APPROPRIATION OF GRANTS FOR THE HYDROELECTRIC PROJECT

DISCUSSION/ANALYSIS

At the meeting of July 21, 2014 Council authorized a bid for the construction of the hydroelectric project at the City's water headworks. At the time staff indicated that the City has commitments for grants in the amount of \$399,600. The grant agreements have been finalized.

As this project is now initiated and in process, it is necessary to adjust the Public Works Improvement Fund (PWIF) budget by appropriating these resources. The attached resolution appropriates grant resources in the amount of \$399,600 to the Water Rehabilitation / Replacement line item of the PWIF for the hydroelectric project.

RECOMMENDATION

It is recommended that Council consider approving the attached resolution that appropriates \$399,600 to the Water Rehabilitation / Replacement line item of the Public Works Improvement Fund.

By: 
John Snyder, Financial Analyst

Resolution No. 14-

A RESOLUTION MAKING APPROPRIATIONS WITHIN A FUND.

WHEREAS, ORS 294.338 (2), authorizes the City Council to expend grants received for a specific purpose and,

WHEREAS, the amount of grants for the hydroelectric project was not known when the budget for FY 2014-15 was prepared and are now known in the total amount of \$399,600,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA THAT:

Section 1. \$399,600 is appropriated to the Water Main Rehabilitation / Replacement line item of the Public Works Improvement Fund with the offsetting resource to grants revenue.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner La Mear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			



December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: BUYOUT OF AN EMPLOYEE'S RETIREMENT INSURANCE

DISCUSSION/ANALYSIS

In the early 1980s the City entered into an employment agreement with the Public Works employees to provide up to 60 months of post-retirement health insurance for those employees meeting certain date and eligibility requirements. This agreement was made in lieu of a cost of living increase at that time. The City negotiated an agreement to terminate this benefit for employees hired after July 1, 1990, for this employee group.

The City has eight former employees currently receiving the benefit. There are six more that remain eligible, including Kenneth Yuill, Senior Utility, Technician who anticipates retiring effective January 2, 2015. He is making a request to buyout the health insurance benefit as explained below. If Council approves this request, there will be five active employees eligible for this retirement health insurance benefit.

Mr. Yuill has requested that the City consider buying out the health insurance benefit of 31 months that he is due under the Public Works Employment Agreement. Staff has been discussing an option for a buyout with him. Mr. Yuill certifies that he has adequate health insurance coverage through an alternative program. The total value of the retirement insurance benefit for Mr. Yuill is \$54,492.42. Subject to Council approval, staff has been discussing an agreement with Mr. Yuill to take a one-time cash payment of \$27,246.21 in lieu of the total 31 months of health insurance. Under this tentative agreement the City's cost is reduced by 50%.

RECOMMENDATION

It is recommended that Council consider accepting this agreement and to allow the City Manager to formalize and sign the necessary documents

By: 
John Snyder, Financial Analyst

AGREEMENT TO BUYOUT THE REMAINING MONTHS OF CITY PROVIDED POST-RETIREMENT HEALTH INSURANCE BENEFIT

AMONG: Kenneth Yuill (Yuill)
580 Highway 101 Alt.
Warrenton, OR 97146

AND: The City of Astoria, Oregon (the City)
1095 Duane Street
Astoria, OR 97103-4584

An understanding by the City in its Employment Agreement between the City of Astoria and the Public Works Employee Group (Employment Agreement) provided that Public Works Employees hired prior to July 1, 1990 who retire on or after age sixty (60) would be provided with a benefit of 5 years of health insurance after retirement not to exceed age 65 or eligibility for Medicare.

Yuill and the City have reached an agreement and hereby agree as follows, intending that this Agreement (Agreement) be contractual:

This Agreement supersedes the Employment Agreement referred to above.

The City shall pay and Yuill shall accept a cash payment in the amount of \$27,246.21 in lieu of the remaining 31 months of City provided post-employment health insurance premiums payments as provided for in the Employment Agreement. This payment is in lieu of health benefits that start as of January 1, 2015 and would end as of July 31, 2017. Yuill certifies that he has alternative coverage through a different program

The City's cash payment in the amount of \$27,246.21 to Yuill constitutes employee compensation subject to IRS withholding rules and regulations. The City shall pay the \$27,246.21 in one lump sum in January 2015.

The terms of this Agreement are intended to substitute for the terms of the Employment Agreement, and once the City has performed as required by this Agreement, such performance shall constitute full performance and total satisfaction of all remaining obligations owed to Yuill on account of his employment and separation from employment with the City.

Yuill and the City regard the City's duties established by or derived from any agreement reflected in the Employment Agreement between the City and the affected Public Works employees to be fully satisfied by the City's performance as of the date of this Agreement and by this Agreement itself. Therefore, Yuill agrees that the City's duties as set forth in this Agreement are exclusive and that no one else is a party to this Agreement.

This Agreement contains the entire agreement and understanding between the Yuill and the City relating to the subject matter of this Agreement and supersedes all prior discussions, concerning the subject matter. Yuill warrants and agrees that he has had the opportunity to seek advice and counsel concerning this Agreement, and that he agrees to the terms of this Agreement knowingly and voluntarily and is fully informed to his satisfaction, and that he is not relying on any promise

or representation of the City or its agents not stated in this Agreement. This Agreement may be amended only by a written amendment agreement.

Any dispute between the Parties concerning the interpretation, application, or claimed breach of this Agreement shall be submitted to binding, confidential arbitration in Portland, Oregon pursuant to the Employment Dispute Resolution Rules of the American Arbitration Association, but without the necessity of filing with that organization, and will be submitted to a member of the National Academy of Arbitrators residing in Oregon or Washington selected in accordance with such rules. Either Party may require that an official record of the proceedings be prepared by a certified court reporter. The Parties shall bear equally the arbitrator's fees and expenses, as well as the administrative costs, if any, assessed by the arbitrator, and appearance and transcription fees of the certified reporter. Each Party shall be solely responsible for its own costs and attorneys' fees, if any, relating to the arbitration, except that the Arbitrator shall have the authority to make an award of attorney fees to any Party which would have been entitled to an award if such claim had been made before a court of competent jurisdiction. Should either Party institute any court action with respect to any claim released by this Agreement, or pursue any arbitral dispute by any method other than arbitration as provided for in this section, the other Parties shall be entitled to recover from the initiating Party all damages, costs, expenses, and attorneys' fees incurred as a result of such action including on appeal.

Yuill represents and agrees that he has read this Agreement, which consists of two pages, in its entirety, understands every term of this Agreement and understands that he is releasing any and all claims he may have in connection with post-employment medical coverage or benefits to which Yuill may be entitled, other than coverage mandated by law. Yuill understands that he has the right to seek legal advice before entering into this Agreement and he is voluntarily and knowingly entering into this Agreement.

WARNING! THIS IS A RELEASE! READ IT CAREFULLY BEFORE SIGNING!

YUILL

THE CITY

By: _____

Dated: December ____, 2014

Dated: December ____, 2014



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

December 5, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PERFORMANCE AGREEMENT FOR YACHT CLUB APARTMENTS
SUBDIVISION

Background

At its September 2, 2010 meeting, the Astoria Planning Commission approved the Final Plat for Subdivision Request (SP10-01) by Richard Krueger to subdivide an area, approximately 3.26 acres, at 1310 West Marine Drive in the C-3 Zone (General Commercial) into three parcels. A condition of that approval was that the developer either complete certain items prior to recording of the Final Plat or enter into a Developer's Performance Agreement which includes posting a bond guaranteeing that work will be completed. Phase I of the project has been substantially completed with the construction of the Yacht Club Apartment building and associated infrastructure. A map identifying this site is attached. Phase II of the project will include completion of the remaining infrastructure and construction of the second apartment building. Work has begun on Phase II. Prior to recording the Final Plat, the developer would need to complete the following items: record Covenants, Conditions, & Restrictions or other maintenance agreement; repair of shoreline with native vegetation; construct an access road / driveway at 3rd street; construct pedestrian access; complete storm drainage, sanitary sewer, water main, and fire vault; complete as-built drawings; and install landscaping. The developer has chosen to enter into the Performance Agreement for these remaining items to allow the Final Plat to be recorded. Therefore the developer will post a bond or cash in the amount of \$107,390 guaranteeing that all work will be completed in accordance with the approved Subdivision and to the City's standards. Assistant City Engineer Nathan Crater has reviewed and approved the agreement and amount of the bond. Additionally, City Attorney Blair Henningsgaard has reviewed and approved the attached Agreement as to form. The Performance Agreement is attached for City Council review and action.

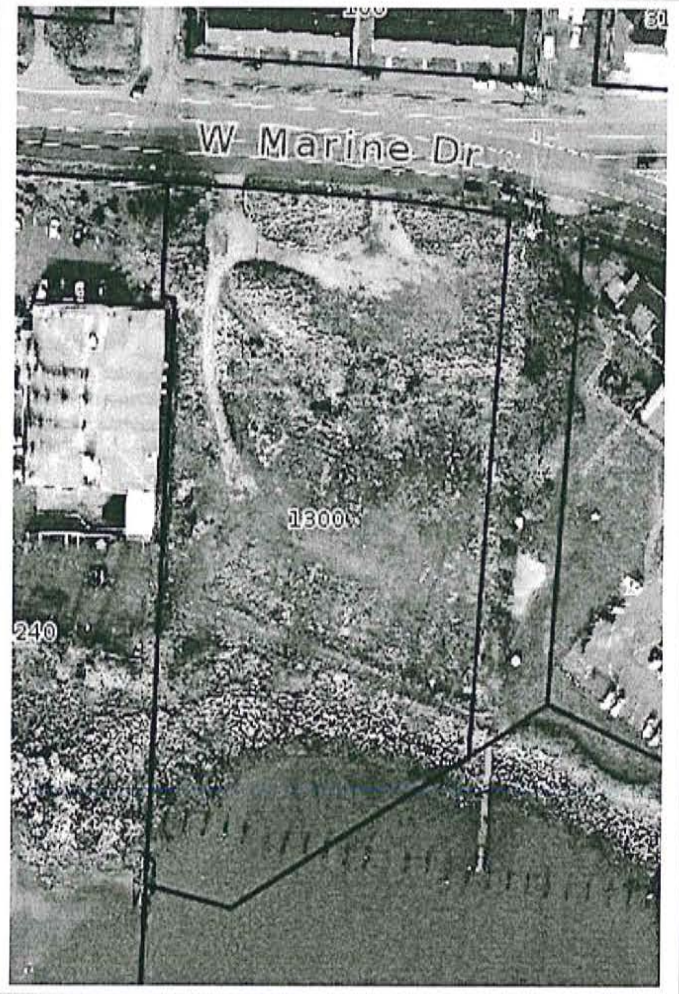
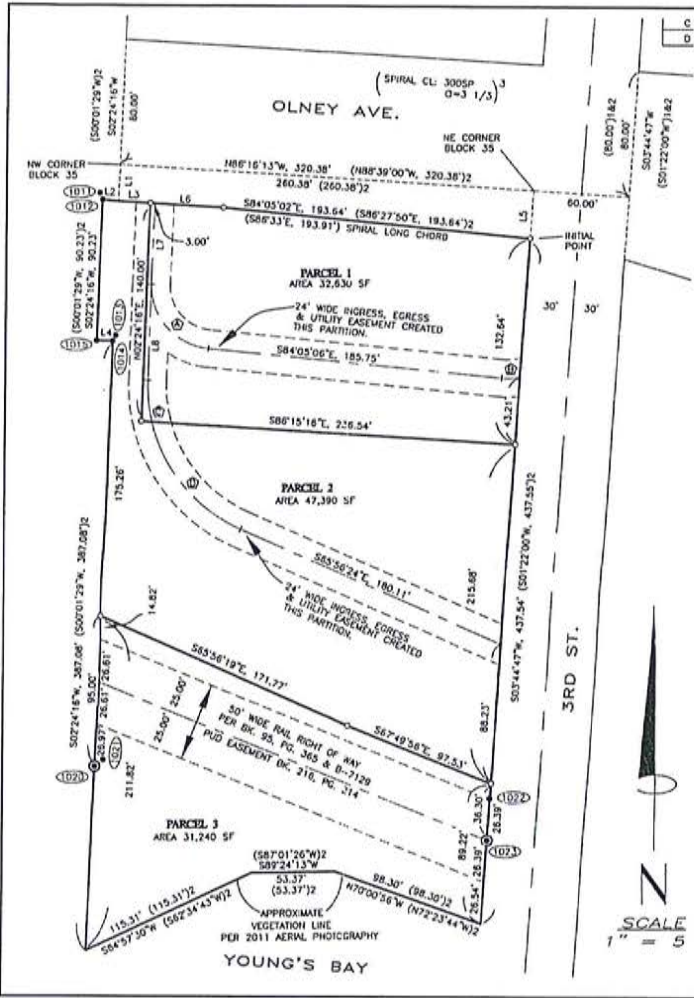
Recommendation

Staff recommends that the City Council approve signing the Performance Agreement with Richard Krueger for completion of the Yacht Club Apartments Subdivision.

By: _____


Rosemary Johnson, Planner

YACHT CLUB APARTMENTS PERFORMANCE AGREEMENT



CITY OF ASTORIA, OREGON

PERFORMANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

PROJECT: YACHT CLUB APARTMENTS LAND PARTITION

This Agreement is made and entered into this _____ day of _____, 2014, by and between the **CITY OF ASTORIA**, hereinafter called "CITY" and **Richard Krueger**, PO Box 32, North Plains OR 97133, hereinafter called "DEVELOPER".

WITNESSETH:

WHEREAS, pursuant to the Astoria Development Code, Chapter 13, the CITY requires improvements in relation to YACHT CLUB APARTMENTS LAND PARTITION, formerly known as Buoy 10 Land Partition, under terms and conditions hereinafter described; and

WHEREAS, DEVELOPER is able and prepared to construct such improvements as CITY does hereinafter require, under those terms and conditions set forth; and

WHEREAS, DEVELOPER will be constructing the improvements in phases and proposes to seek Final Plat approval prior to completion of Phase 2 infrastructure construction; and

WHEREAS, Development Code Section 9.100.2.b concerning Phased Permits states that *"Additional phases of an approved phased permit and/or project shall expire two years from the date of completion of construction for the previous phase, unless substantial construction or use has begun on that subsequent phase. Completion of construction of a phase shall be determined by issuance of a temporary and/or final Certificate of Occupancy from the Building Official."*; and

WHEREAS, the City of Astoria Development Code, Section 13.150 provides for a performance agreement relating to required improvements; now therefore,

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

1. DEVELOPER RESPONSIBILITIES

DEVELOPER responsibilities under this Agreement shall consist of the following:

A. DEVELOPER shall complete the construction in phases as follows:

- 1) Phase 1 – Construction of building on Parcel 1 was completed in June 2014 with the following items to be completed:

- a. There shall be some form of recorded agreement, CC&Rs, and/or Home Owners Association established to address the continued maintenance of and access to the shared facilities. These agreements shall be reviewed and approved by the Planner prior to recording.
 - b. The shoreline shall be repaired with native vegetation as required in the Grading and Erosion Control Permit. This work may be completed as part of Phase 2.
- 2) Phase 2 – Construction of infrastructure on Parcel 2 shall be completed within two years of completion of Phase 1 Final Plat. The following items shall be completed in Phase 2 as noted on Exhibit A (Construction Cost Estimate):
- a. Access Road – Driveway & 3rd Street
 - b. Pedestrian Access - Construct a sidewalk on the east side of the development adjacent to 3rd Street that could be connected to a waterfront public access walkway.
 - c. Storm Drainage
 - d. Sanitary Sewer Construction
 - e. Water Main Construction
 - f. Landscaping and Revegetation
 - g. Fire Vault
 - h. As-built Civil Drawings (required prior to final occupancy)
- B. DEVELOPER shall complete remaining Phase 1 items noted above by June 30, 2015.
- C. DEVELOPER shall complete remaining Phase 2 items noted above within two years of the date the Final Plat is signed.
- D. DEVELOPER shall contact the City Engineer's office and the City Planner for all required inspections prior to acceptance of the work as complete.
- E. DEVELOPER shall complete all above noted improvements by the dates indicated for that phase. If the work is not completed within the time period specified, the CITY may complete the work and recover the full cost and expense, together with any court costs and attorney fees necessary to collect said amount from the DEVELOPER. The CITY may grant the DEVELOPER an

extension of the time to complete all improvements before proceeding with any legal action, if upon review of the facts, CITY determines an extension is warranted. The CITY will not unreasonably withhold the extension.

- F. In accordance with Development Code Section 13.150, DEVELOPER shall file a personal bond or cash deposit in the sum of \$107,390 with this Agreement to assure DEVELOPER'S full and faithful performance thereof. Expenses and phases related to the items to be completed per this Performance Agreement as noted above are as follows:

Phase 1

Covenants, Conditions, & Restrictions	\$ 500
Repair of shoreline with native vegetation	see Phase 2

Phase 2

Access Road – Driveway & 3rd Street	\$13,260
Pedestrian Access	\$ 4,000
Storm Drainage	\$ 3,320
Sanitary Sewer Construction	\$46,600
Water Main Construction	\$17,400
Landscaping and Revegetation	\$14,810
Fire Vault	\$ 7,500
As-built Drawings (prior to final occupancy)	-0-

2. FAILURE TO COMPLETE IMPROVEMENTS

In the event DEVELOPER fails to complete all improvement work in accordance with the provisions of the Astoria Development Code, and the CITY has to complete same, the CITY shall call on the surety for reimbursement, or shall appropriate from any cash deposit funds for reimbursements. In any such case, if the amount of surety bond or cash deposit exceeds all cost and expense incurred by the CITY, it shall release the remainder of the bond or cash deposit, and if the amount of the surety bond or cash deposit is less than the cost and expense incurred by the CITY, the DEVELOPER shall be liable to the CITY for the difference.

3. CITY'S OBLIGATIONS

In order to facilitate the work of the DEVELOPER as above outlined, the CITY shall furnish to the DEVELOPER, details of City of Astoria Standards and Specifications relating to the construction and installation of sidewalks, street lights, signage, and landscaping.

4. SUBCONTRACT - ASSIGNMENTS AND DELEGATION

- A. DEVELOPER shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval

by CITY of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and CITY.

- B. This Agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the CITY and the DEVELOPER respectively and their legal representatives. DEVELOPER shall not assign any rights nor delegate any duties incurred by this Agreement, or any part hereof without the written consent of CITY, and any assignment or delegation in violation hereof shall be void.

5. FORCE MAJEURE

DEVELOPER shall not be considered in default because of any delays in completion of responsibilities thereunder due to causes beyond the control and without fault or negligence on the part of DEVELOPER so disenabled, including, but not restricted to, an act of nature or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that DEVELOPER so disenabled shall within ten (10) days from the beginning of such delay notify the CITY in writing of the causes of delay and its probable extent.

6. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by DEVELOPER of any of the terms of this Agreement or any of the terms of this Agreement 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.

7. ATTORNEY'S FEES

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

8. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Oregon.

9. CONFLICT BETWEEN TERMS

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

10. INDEMNIFICATION

DEVELOPER agrees to indemnify and to hold harmless the CITY, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to CITY, DEVELOPER or others, resulting from, arising out of, or in any way connected with DEVELOPER'S negligence. DEVELOPER agrees to defend all such claims on behalf of the CITY, whether frivolous or not.

11. RECORDATION

DEVELOPER shall record the completed and signed copy of the final plat together with this agreement with the Clatsop County Clerk and furnish the CITY with a copy of the recorded plat and agreement at no expense to the CITY.

12. COMPLETE AGREEMENT

This Agreement and any referenced attachments constitute the complete Agreement between the CITY and DEVELOPER and supersedes all prior written or oral discussions or agreements.

THE CITY OF ASTORIA

DEVELOPER

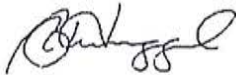
Willis L. Van Dusen, Mayor

Richard Krueger, Developer

THE CITY OF ASTORIA

Brett Estes, City Manager

APPROVED AS TO FORM



Blair Henningsgaard, City Attorney

CONSTRUCTION COST ESTIMATE					Exhibit A
PROJECT: YACHT CLUB PHASE 2 - ASTORIA, OREGON					
PUBLUBLIC AND PRIVATE SITE IMPROVEMENTS					
CLIENT: RICHARD KRUEGER		Engineer: DL DESIGN GROUP		date: 10-9-14	
ITEM		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
SCHEDULE "A" - ACCESS ROAD - DRIVEWAY(NOT INCLUDING PARKING)&3RD STREET					
A-1	Furnish material and install 3" AC	SY	510	\$12.00	\$6,120.00
A-2	Furnish material and install 8" of Rock	SY	510	\$14.00	\$7,140.00
A-3	Furnish material and install 3RD Street paving and rock	SY	450	\$26.00	\$11,700.00
SCHEDULE "A" - ACCESS ROAD AND 3RD STREET CONSTRUCTION SUBTOTAL					\$13,260.00
SCHEDULE "B" - PEDESTRIAN ACCESS					
B-1	PEDESTRIAN ACCESS 3" AC	LS	1	\$4,000.00	\$4,000.00
SCHEDULE "B" - PEDESTRIAN ACCESS CONSTRUCTION SUBTOTAL					\$4,000.00
SCHEDULE "C" - STORM DRAINAGE					
C-1	Furnish material and install 6" Storm Lateral for Building and Connection	LF	28	\$40.00	\$1,120.00
C-2	Furnish material and install catch basin	EA	2	\$1,100.00	\$2,200.00
SCHEDULE "C" - STORM DRAINAGE CONSTRUCTION SUBTOTAL					\$3,320.00
SCHEDULE "D" - SANITARY SEWER					
D-1	Furnish material and install sanitary sewer lift station	LS	1	\$40,000.00	\$40,000.00
D-2	Furnish material and install 2" Force Main	LF	330	\$20.00	\$6,600.00
SCHEDULE "D" - SANITARY SEWER CONSTRUCTION SUBTOTAL					\$46,600.00
SCHEDULE "E" - WATER MAIN CONSTRUCTION					
E-1	Furnish material and install standard Fire Hydrant Assembly (including tap and tee)	EA.	1	\$4,500.00	\$4,500.00
E-2	Furnish material and install 4" Fire Line	LF	50	\$26.00	\$1,300.00
E-3	Furnish material and install 3" Water Line	LF	50	\$18.00	\$900.00
E-4	Furnish material and install Misc. Fittings	LS	1	\$2,000.00	\$2,000.00
E-5	Furnish material and install 6" Tap	EA.	1	\$1,500.00	\$1,500.00
E-6	Furnish material and install 3" Tap	EA.	1	\$800.00	\$800.00
E-7	Furnish material and install 6" Gate Valve	EA.	3	\$800.00	\$2,400.00

CLIENT: RICHARD KRUEGER		Engineer: DL DESIGN GROUP		date: 10-9-14	
ITEM		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
E-8	Furnish material and install 2" water meter vault	LS	1	\$4,000.00	\$4,000.00
SCHEDULE "E" - WATER MAIN CONSTRUCTION SUBTOTAL					\$17,400.00
SCHEDULE "F" - LANDSCAPING AND REVEGETATION					
F-1	Landscaping and Revegetation	LS	1	\$14,810.00	\$14,810.00
SCHEDULE "F" - LANDSCAPING AND REVEGETATION CONSTRUCTION SUBTOTAL					\$14,810.00
SCHEDULE "A" - Access Road/Third Street Construction Subtotal					\$13,260.00
SCHEDULE "B" - Pedestrian Access Construction Subtotal					\$ 4,000.00
SCHEDULE "C" - Storm Drainage Construction Subtotal					\$ 3,320.00
SCHEDULE "D" - Sanitary Sewer Construction Subtotal					\$46,600.00
SCHEDULE "E" - Water Main Construction Subtotal					\$17,400.00
SCHEDULE "F" - Landscaping and Revegetation Construction Subtotal					\$14,810.00
TOTAL CONSTRUCTION COST					\$99,390.00

ITEMS ADDED BY CITY


Maintenance Agreement and/or Covenants, Conditions, and Restrictions	\$ 500
Installation of the Fire Vault	\$ 7,500
TOTAL AMOUNT OF PROJECTS TO BE COMPLETED	\$107,390



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **REQUEST TO TRIM TREES ON CITY PROPERTY**

DISCUSSION/ANALYSIS

Richard Gerttula has submitted an application for permission to trim trees on city property. The city owned property is north of Mr. Gerttula's property at 404 W Lexington and includes tax lot 7300, Map 80918BB. Mr. Gerttula was able to obtain a signature from one of the adjacent property owners whose property is located at 380 West Grand. The other two adjacent property owners (376 West Grand and 403 Floral) were notified by mail that this request is going to be discussed at the December 15, 2014 meeting.

The trees to be trimmed are eight Spruces with a diameter of about 28". These trees have been trimmed in the past. The majority of the work requested is height reduction, the few trees being trimmed substantially will have the root systems left intact. The proposed trimming would be done on a lot that is within a hundred feet of a known slide zone.

The applicant has had a certified arborist review the proposed activity. Based on these reports, and from a technical standpoint, unless any of the adjacent property owners have concerns, staff does not see any reason why the tree trimming should not be allowed.

Should City Council agree to approve this request, staff recommends the following conditions:

- 1) Applicant will provide a letter of concurrence from the project arborist certifying that the work was completed in strict compliance with all recommendations of the report.
- 2) The applicant shall not remove any root systems within the known slide area.
- 3) Applicant shall employ any erosion control measures recommended by the project arborist and take any other measures required to stabilize all disturbed areas and assure that new growth is fully established.

RECOMMENDATION

Based on the analyses provided by the professional consultants representing the applicant and staff's visit to the site, staff recommends that the request to trim trees on City property be approved.

Submitted By Ken P. Cook
Ken P. Cook, Public Works Director

Prepared By Jeff Harrington
Jeff Harrington, PE, City Engineer



City of Astoria
1095 Duane
Astoria, OR 97103

FOR CITY USE ONLY:

Permit No. _____

Date: _____

Engineering Department

Phone: 503-338-5173

Fax: 503-338-6538

APPLICATION FOR PERMISSION TO FELL/CUT TREE(S) ON CITY PROPERTY

Check All that Apply

Reason: View Shades Property Hazardous Firewood Other

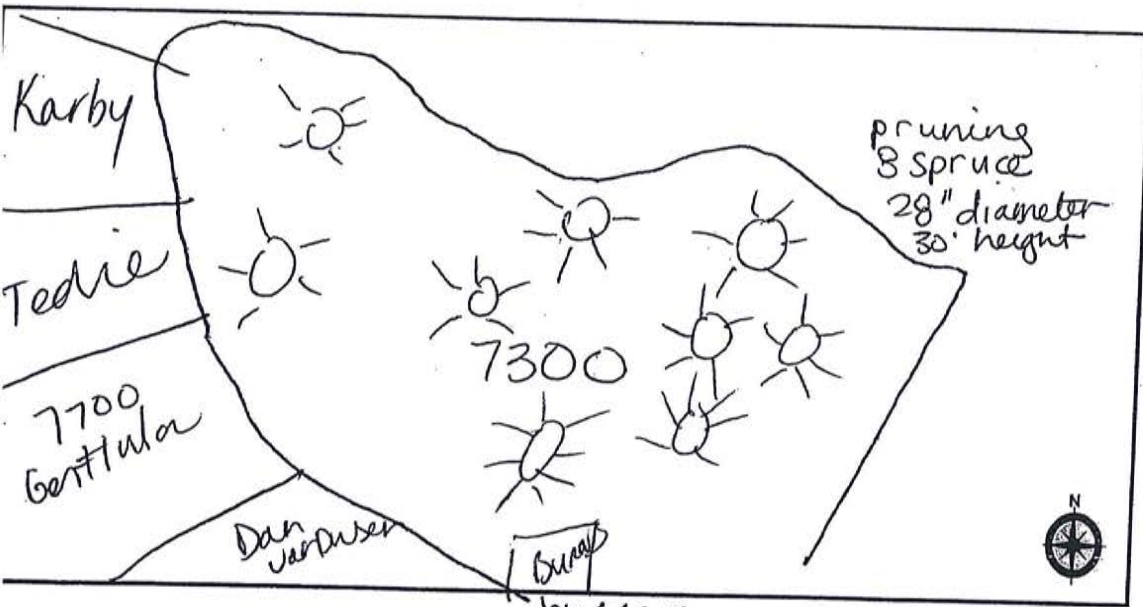
Method: Fall Top Trim

Applicant: Richard Gurtula Owner Renter

Address: 404 W. Lexington Phone: 503-791-3535

Site Location: City of Astoria Property Map/Tax Lot 7300

Work to be performed by: Youngs River Trees
Mailing Address: 393 W. Lexington Fax: 503 325-5564
Phone: 503 325 5564 Insurance Company: Knutsen Policy #: BKO(15)
55657198



- Sketch Area Showing:
1. Location, size, and species of tree(s).
 2. Your property.
 3. Adjacent property owners as listed below.

SIGNATURE BELOW INDICATES CONCURRENCE WITH TREE CUTTING

Signature	Address	Phone	Remarks
<u>Richard Gurtula</u>	<u>404 W. Lexington Ave</u>	<u>503-325-1864</u>	<u>YES</u>
<u>Clairne Mart</u>	<u>478 W Lexington Ave</u>	<u>503-325-4597</u>	<u>YES</u>
<u>Debra J Callers</u>	<u>490 W. Lexington Ave</u>	<u>503-468-0333</u>	<u>YES</u>
<u>Aracelis Karby</u>	<u>550 W. Lexington Ave</u>	<u>503 325-8262</u>	<u>YES</u>
<u>John Taylor</u>	<u>500 W. Lexington Ave</u>	<u>503-325-3400</u>	<u>YES</u>
<u>Donald Hankins</u>	<u>400 W. Lexington Ave</u>	<u>503 325 7408</u>	<u>YES</u>
<u>Joseph R. Bui</u>	<u>380 W. GRAND AVE</u>	<u>503-325-1616</u>	<u>YES</u>
<u>Swirell Leiby</u>	<u>420 W. Lexington</u>	<u>503-757-8248</u>	<u>YES</u>

Over ->

APPLICATION FOR PERMISSION TO FELL/CUT TREE(S) ON CITY PROPERTY

This is a permit to fell/cut/prune 8 tree(s) from Lot (s) 7300 Block (s) _____
Addition _____, to the City of Astoria to the City of Astoria and to fell/cut 8 tree(s)
from Wilmington / Grand Street(s) in the City of Astoria.

GENERAL CONDITIONS

Tree(s) to be felled/cut in a careful manner under the supervision and responsibility of the applicant and as specified by the City Engineer. Applicant is to remove within _____ days of cutting all such felled/cut tree(s) and all resulting debris from such City property, Streets or Alleys and to hold the City of Astoria harmless from any and all damages or claims of damages as a result of such felling or cutting. Permit expires December 31st of dated year. Permit may be revoked at any time with notice. All ordinances of the City of Astoria shall be complied with.

SPECIAL CONDITIONS OR REMARKS

These eight trees have been previously pruned by Youngs River Trees in 2002 and 2008. And we would only request that we could prune them again. No trees will be felled. Brush and debris will be scarified in the same locations as in the previous years.

Signature of Applicant:  Date: 10-10-14
Conditions Accepted and Approved

Permit Approved by: _____ Date: _____



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

December 2, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: WATERSHED CARBON PROJECT TERM SHEET

BACKGROUND

In September 2014, staff solicited proposals for the Watershed Carbon Credit Project on the Astoria Watershed (information regarding forest carbon projects is attached). The Request for Proposals (RFP) was sent to seven potential carbon purchasers. Staff received one proposal (term sheet) to purchase carbon credits from The Climate Trust (TCT), an Oregon-based not-for-profit organization. The other entities that responded indicated that the project did not fit their timeframe or project size.

The Emission Reduction Tons (ERT's) of carbon would be purchased over a ten year time period, beginning in 2015. The credits would be registered under the Improved Forest Management (IFM) methodology with the American Carbon Registry (ACR).

The credits generated from the Watershed Carbon Project were estimated using the timber inventory completed in February 2014. The available credits result from the annual harvest level that is set below the maximum level identified in the inventory. The difference between the maximum level of harvest and the current conservative level results in a substantial quantity of carbon credits which can be monetized on the non-regulated market.

Based on the initial estimate of carbon credits available for sale, a total of 175,000 credits could be monetized over a ten-year period. The first year of the period credit is given for current standing inventory which results in 45,000 tons of available credits. The subsequent years are based on the growth of the forest which results in an average of 14,500 credits per year available for sale.

Staff proposes to split the credits available into two categories. The first category would be firm delivery at 75% of the potential credits available and the second category of contingent credits at 25%. The Firm delivery category guarantees the buyer (TCT) will receive a specific number of credits annually from the seller (City of Astoria). The contract will specify penalties if the seller does not deliver the Firm credits in a given year. Thus, TCT will pay a higher price for credits that are guaranteed to be delivered on an annual basis, as this helps TCT achieve their annual funding commitment targets. The Unit Contingent category is optional credits that the buyer will be required to purchase from the seller up to the number of credits stated in the contract. Since the City is not guaranteeing delivery of these credits, TCT will pay a lower price than for Firm delivery credits.

The City will maintain flexibility to adjust harvest levels to capture the best timber markets and generate more income by only committing to firm delivery of 75% of the credits generated by the Watershed Carbon Credit Project.

The average price per credit for IFM credits on the volunteer market was \$7.60 for calendar year 2013. The Watershed Carbon Project has attributes that warrant a price above the average to include low risk, highly productive forest, longevity of ownership and current inventory. TCT has recognized these attributes and has offered a price of \$10.00 for firm credits and \$9.00 for contingent credits.

The first year of the project would require project development, credit verification and registry of the credits. The gross proceeds for the first year are estimated at \$438,750 with net after development expenses, at \$358,750. The subsequent nine years of the purchase agreement with TCT would result in an annual average net value to the City of \$130,000 per year .

The attached term sheet from TCT details the proposed terms of the offer to purchase. The proposed terms are contingent upon approval by the City and TCT's board of directors. Upon approval of the terms of purchase, the City will prepare a project development document which includes a detailed carbon profile, verify and register the credits with the ACR. Staff will also develop a carbon project budget for Council's review. TCT will prepare a contract for purchase to be reviewed and approved by the City at a subsequent meeting.

The process will take approximately six to twelve months to complete. This project is compatible with the current forest management plan. The opportunity to remain flexible on timber harvest levels and provide annual revenue would be advantageous to the City. This project would be structured to allow the City to adjust to potential changes in climate or timber market trends.

RECOMMENDATION

It is recommended that the City Council approve The Climate Trust Term Sheet and proceed with the Watershed Carbon Project development and authorize the Mayor and City Manager to sign the document.

Submitted by: Ken Cook
Ken Cook, Public Works Director

Prepared by: Mike Barnes
Mike Barnes, City Forester

THE CLIMATE TRUST

The Climate Trust is a 501(c)(3) nonprofit organization with over 15 years of carbon financing experience. Their mission is to provide expertise, financing, and inspiration to accelerate innovative climate solutions that endure. In order to arrest the rise in greenhouse gas emissions and to avoid the most dangerous impacts of climate change, The Climate Trust works to accelerate project implementation, develop financing solutions, and establish a supportive policy environment in the renewable energy, agriculture, forestry, energy efficiency and transportation sectors.

They develop and manage a broad portfolio of carbon reduction projects and much of their work currently falls into the biocarbon space. Some of their top projects include:

- Working with forestry and biogas projects to develop and sell carbon credits.
- Assessing the economic viability of converting biogas into transportation fuel rather than electricity. With the proper systems and infrastructure in place, other dairies may have more financial incentive to build digester projects of their own, which could lead to cleaner air.
- Developing an investment vehicle for mission-driven asset managers interested in supporting biogas projects.
- Working to develop new methods of aggregating carbon credit projects, which will be essential for ensuring the participation of forestry and agricultural projects in the carbon market.
- Developing new methodologies to generate carbon credits from avoided grassland conversion and biochar projects.

Table 4: Project Types by the Numbers, 2013

TYPE	Volume Transacted (MtCO ₂ e)	Average Price (\$/tCO ₂ e)	Value (\$ Millions)	Total Number of Projects (Transacting Projects*)	Land Area Impacted (Million ha)	Potential Annual Emissions Reductions (Low to High Estimates, in MtCO ₂ e)
REDD	24.7	4.2	98.8	47 (26)	19.4	15.1 - 21.2
A/R	3.5	9.5	31.1	60 (27)	1.6	2.1 - 6.1
IFM	2.7	7.6	19.9	35 (22)	8.9	1.1 - 3.9
SALM/ Agroforestry	0.2	16.1	3.2	6 (3)	0.2	0.7 - 3.1
TOTAL	31.1	5.2	153.1	148 (78)	30	19 - 34.3

Notes: Potential annual reductions are based on supplier-reported ranges and include both early-stage (i.e., pipeline) and late-stage projects.

*The count includes only those projects for which Ecosystem Marketplace obtained project-level information. The parenthetical number is the count of projects that transacted offsets in 2013.

Source: Forest Trends' Ecosystem Marketplace. *State of the Forest Carbon Markets 2014*.

Evaluating Forest Carbon Projects

BY DAVID A. FORD

Concern about climate change by governments, businesses, and citizens is driving carbon markets in the US and across the globe. Carbon markets and offsets are a component of national and international attempts to mitigate the growth of concentrations of greenhouse gases (GHG), including carbon dioxide. Forests are seen by many as a way to protect existing large stores of carbon and to sequester and store even greater amounts of atmospheric carbon in the coming decades.

Here in the US, there are growing opportunities for forest landowners to generate revenue in the regulated and voluntary carbon markets. Professional foresters need a range of information to help determine whether a forest carbon offset project is practical and financially viable on the land they manage or own.

Let's start with some basics. First, a carbon offset project is a third-party verified activity that either avoids an emission of greenhouse gases or sequesters carbon. A project must follow a set of rules contained in a proto-



col approved by the carbon program selected for use by the project proponent. A carbon offset is a reduction in emissions of carbon dioxide or greenhouse gas equivalent in order to compensate for an emission made elsewhere. One offset is equal to one metric ton of carbon dioxide (CO₂).

Today, there are four widely recognized carbon programs operating in the US:

American Carbon Registry (ACR)—A program of Winrock International, it is a nonprofit US carbon market standard and registry. ACR was the first private voluntary greenhouse gas registry in the US and continues to lead voluntary carbon market innovation. ACR also serves as a registry for the California Air Resources Board's Cap and Trade program.

California Air Resources Board (ARB)—A program of California EPA, ARB manages the state's Cap and Trade Program established under California law. The Global Warming Solutions Act of 2006 (AB-32) is designed to return California emissions to 1990 levels by 2020. The Cap and Trade program, which includes forestry offsets, is designed to contribute to the statewide emissions target.

Climate Action Reserve (CAR)—A national voluntary offset program

focused on ensuring environmental integrity of GHG emissions reduction projects to create and support financial and environmental value in the US carbon market. CAR also serves as a registry for the ARB's Cap and Trade program.

Verified Carbon Standard (VCS)—Founded in 2005, VCS is best known for projects under the Clean Development Mechanism (CDM), with a focus on Reduced Emissions from Deforestation and Degradation (REDD) projects in developing countries.

All carbon offset projects must demonstrate they are additional, real, measureable, verifiable, and permanent. Each carbon program and its approved protocols vary in the methods used to demonstrate these project attributes.

Additional—Climate benefits are above and beyond "business as usual" or a "baseline" of reductions that would have happened anyway.

Real and Measurable—A project must be able to measure and conservatively calculate the benefit it is providing.

Verifiable—An independent third-party can confirm the project meets the protocol requirements and procedures, including the accuracy of the carbon offsets claimed.

Permanent—The project reductions must be equivalent to the emissions the project is offsetting. Forest carbon projects measure the number of years the carbon is stored.

There are two categories of carbon offset projects. The most common projects are those that avoid an emission of greenhouse gas. These project types include capturing and destroying greenhouse gases through activities such as managing ozone depleting substances, coal mine methane, livestock manure digesters, and organic waste composting. The second category is those that sequester carbon from the atmosphere, namely forestry projects.

Three types of forest projects qualify for offsets under the major carbon programs: reforestation, avoided conversion, and improved forest management.

Reforestation. These projects



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MANAGED FORESTS:
SONGBIRDS AND
EARLY SERAL HABITATS**

Nov. 18
8:30 a.m. – 4 p.m.
Linn County Fairgrounds
Albany

To register or see the agenda:
[OregonForests.org/
songbird-symposium](http://OregonForests.org/songbird-symposium)

Photo: Jim Rivers

It's for the birds

Learn about songbird populations and the early seral habitats they depend on at a free one-day symposium co-sponsored by OSU and NCASI.



Oregon Forest
Resources Institute

require tree planting or removal of impediments to natural reforestation on land that previously had no forest or had been subject to a significant disturbance that resulted in a considerable loss of aboveground carbon. For example, in California, several landowners are working to register carbon projects where they voluntarily replanted trees in areas previously impacted by wildfire.

Avoided Conversion. These projects require a perpetual conservation easement that prevents the conversion of forestland to non-forest uses. The landowner must be able to demonstrate that there is a significant threat of conversion of the project lands to a non-forest land use.

Improved Forest Management (IFM). These are the most common forest projects and require management practices that will result in storage of more carbon than is required by law and regulation, and at higher levels than would be generated through common forestry practices in the local geographic area. For example, extending rotation age and harvesting less than annual growth are practices that could qualify under this project type. Projects located on lands that are economically marginal to manage can be a good fit, as by adding some carbon revenue, the overall economic return of management can be improved.

A range of protocols are approved by each major carbon program. Each one is like a recipe book that details eligibility requirements, forest management commitments, carbon accounting rules, monitoring and verification frequency, reversal penalties, and potential enforcement actions and liabilities. For example, forest protocols range in project time commitments from 20 years up to 200 years. Some protocols include prescriptive forest management requirements, while others offer flexibility in forest management activities.

Before entering into a carbon project, the landowner should review and evaluate the carbon program rules and the specific protocol forest management requirements, legal obligations, and financial commitments. NIPF landowners should be encouraged to obtain advice from their professional forester and an experienced forest car-

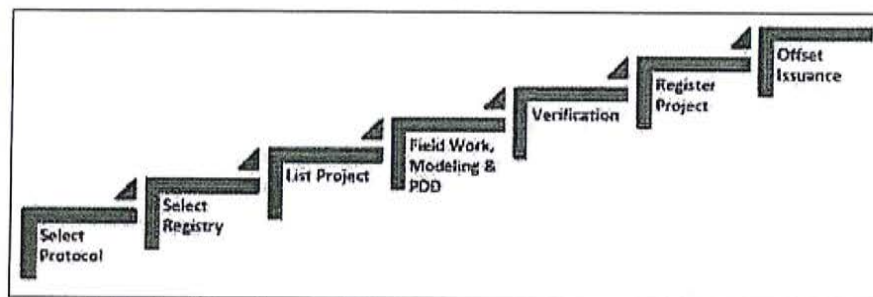


Figure 1. Project Development Steps

SOURCE: L&C CARBON LLC

bon consultant, as well as their attorney and accountant.

Developing a forest carbon offset project

Developing a forest carbon offset project can take anywhere from 12 to 18 months, requires specialized knowledge and skills, and will require a range of legal and forest management commitments by the landowner.

The first steps to develop a forest carbon project are (see Figure 1):

- Select a carbon program (ACR, ARB, CAR, or VCS);
- Select a project type (reforestation, avoided conversion, or IFM); and

- Select a methodology/protocol approved by the selected carbon program. It is important that the carbon program and protocol requirements and commitments are a good fit for the values and objectives of land ownership.

Next, the landowner and/or his representative:

- List the project with the carbon program registry by completing the registry listing form. Depending on the registry, the listing process can be relatively simple to very complex, such as in the case of an ARB project.

(CONTINUED ON NEXT PAGE)

Carbon Conversions

Converting Biomass to Carbon

Carbon is ~50% of bone-dry biomass
 Example: 3.0 tons of biomass = 1.5 tons of carbon

Converting Carbon to CO₂

Multiply tons of carbon by 3.6667
 Example: 1.5 t C = 5.5 t CO₂

CO₂ Equivalents

Unit	Approximate equivalent in tons of CO ₂
1 thousand board feet (mbf)	5.0
1 load of logs (25 tons)	22
1 standard telephone pole	0.5

CO₂ per tree varies by species and diameter

Species	Tons of CO ₂ by DBH				
	2"	4"	6"	12"	21"
Douglas-fir	0.01	0.06	0.15	0.83	3.27
Alder	0.01	0.05	0.13	0.70	2.66
True fir/hemlock	0.01	0.05	0.12	0.70	2.79
Pine	0.01	0.04	0.11	0.60	2.33
Hardwoods (oaks, maple)	0.01	0.05	0.13	0.74	2.99

SOURCE: USDA FOREST SERVICE GEN. TECH. REP. NE-319

- Once the listing is approved by the registry, begin project development activities.

The most significant project development steps are:

- Completing an inventory of the project area—the forest protocol specifies the inventory statistical tolerances that must be met. A carbon inventory can include non-merchantable tree stems, in some cases down to 1 inch dbh. Existing inventories can be used; however, a third-party verifier must be able to obtain a specified level of agreement with measurements and estimates.

- Modeling—several modeling steps are necessary to quantify the carbon profile of a project (the carbon offsets that can be registered and sold). These include a common practice baseline, a project baseline, and the planned project activities. Modeling requires knowledge and experience with protocol-approved growth and yield models, a harvest scheduler, and all applicable legal constraints on forest management, such as forest practices laws.

- Project Documentation—a project design document (PDD) must be completed. This document includes all the details about the project design and implementation. The PDD is used by the independent third-party verifier as an information source.

- Third-Party Verification—an approved verifier assesses whether the project conforms to the criteria and

requirements contained within the protocol and the registry program guidance.

Once the landowner obtains a positive verification report and approval by the registry, the project is registered, carbon offsets are placed in the landowner's account, and the offsets can be sold.

So can a forestland owner make money on a carbon project?

The answer can be yes; however, a carbon project must be consistent with the landowner's values and forest management objectives.

Carbon offset returns will likely never be competitive with the value of PNW stumpage, especially sawtimber. However, annual carbon revenue can supplement periodic timber harvest revenue.

The most financially attractive IFM carbon projects can be those where carbon stocks are well above the common practice baseline. These projects can generate significant revenue in the first year of a project, referred to by carbon developers as a year one bump. For example, a 15,000 acre project that can generate 50 offsets per acre in the first year can produce 750,000 offsets with a gross value of \$6 million, based on an offset price of \$8.00, or \$400 per acre. After year one, carbon offset generation is based on annual growth minus harvest. However, it is important to model all income and expenses over the entire

project period to ensure a net project return.

Currently, the best carbon offset prices are found in the California regulated market (ARB) and are in the \$8.00 to \$11.00 range per ARB offset credit. ARB reported just over 11 million tons of offset credits issued as of July 2014, of which 52 percent were generated from forestry projects. Demand projections for ARB offsets vary; however, current demand is estimated to be about 200 million offsets between now and 2020. Many expect ARB compliant offset shortages in the later years of this decade. Time will tell if those predictions will materialize. Offsets from any forestry project in the continental US can be sold into the California regulated market.

The US voluntary offset market remains an option for forest landowners as more businesses announce plans to reduce or neutralize their carbon footprints. Microsoft, GM, United, National Geographic, and The Walt Disney Company are just a few examples of companies purchasing voluntary carbon offsets in the US and around the world.

Carbon offset prices in the voluntary market range from a few dollars to well above the ARB market price. Buyers of voluntary offsets are often looking for projects that offer secondary benefits to the environment (wildlife habitat) and local communities, and some are willing to pay for those additional benefits. Together, ACR, CAR, and VCS have registered nearly 250 million carbon offsets from voluntary carbon projects worldwide, with forestry making up nearly 25% of the supply.

Before entering any carbon market, it is important to model all revenue and costs across the entire project life, whether it is 20 years or 200 years, to ensure the project is profitable, as well as compatible with the landowner's values and forest management objectives. ♦

David A. Ford is a professional forester and president of L&C Carbon LLC, a carbon consulting and development firm based in Dundee, Ore. He can be reached at 503-449-6957 or david-ford27@gmail.com.

Sources

American Carbon Registry (ACR) Program: <http://americancarbonregistry.org/>

California Air Resources Board (ARB) and the California Cap and Trade Program: www.arb.ca.gov/cc/capandtrade/capandtrade.htm

Climate Action Reserve (CAR) Program: www.climateactionreserve.org/

Verified Carbon Standard (VCS) Program: www.v-c-s.org/

Ecosystem Marketplace—a Forest Trends Initiative: www.ecosystemmarketplace.com/

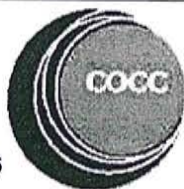
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CENTRAL OREGON COMMUNITY COLLEGE



Bend, Oregon

A Carbon Q and A with Jessica Orrego

Forest managers are Jacks and Jills of all trades, but how much do you know about carbon? Now's the time to test your knowledge. A few SAF members posed questions they had about carbon to the *Western Forester* and we asked Jessica Orrego of the American Carbon Registry to respond to the questions.

Question: On a relative scale, how do the various carbon "sinks" compare?

Answer: Oceans are by far the largest carbon sink on earth, followed by soil, the atmosphere, and forests:

Oceans: 38,000 Petagrams (Pg) or 93%

Soil: 1,500 Pg or 3.7%

Atmosphere: 750 Pg or 1.9%

Forests (plants): 560 Pg or 1.4%

Source: NASA, see graphic below

Question: As a forester, what should I know about carbon and why should I care about it?

Answer: Forest managers should know that there are opportunities for them in the carbon market if they

choose to commit to increasing or maintaining carbon stocks on their land. A forest owner might be able to significantly increase revenue generated from their land by implementing a carbon sequestration project. Increasing numbers of industrial landowners are implementing carbon projects on their land holdings. These projects have long commitments, so there is a need for foresters to be knowledgeable about the management implications of carbon projects and how to work within the confines of the carbon project while still maintaining a stream of wood products to market. Carbon projects are a tested means of providing monetary value for trees left on site.

Question: As a forester for a private landowner, are there any forest management strategies we should follow and promote relative to carbon issues? Do "longer" rotations make a significant difference?

Answer: Forest management strategies that enhance stocking can include

increasing rotation length, but can also include increasing retention, removing competing vegetation, thinning to promote long-term growth, and stocking or changes in regeneration prescriptions. In some cases, forest owners may already be implementing strategies that would be considered eligible because they are above and beyond common practice. Any forest owner interested in sequestering carbon and marketing credits for sale should contact a carbon registry for more information.

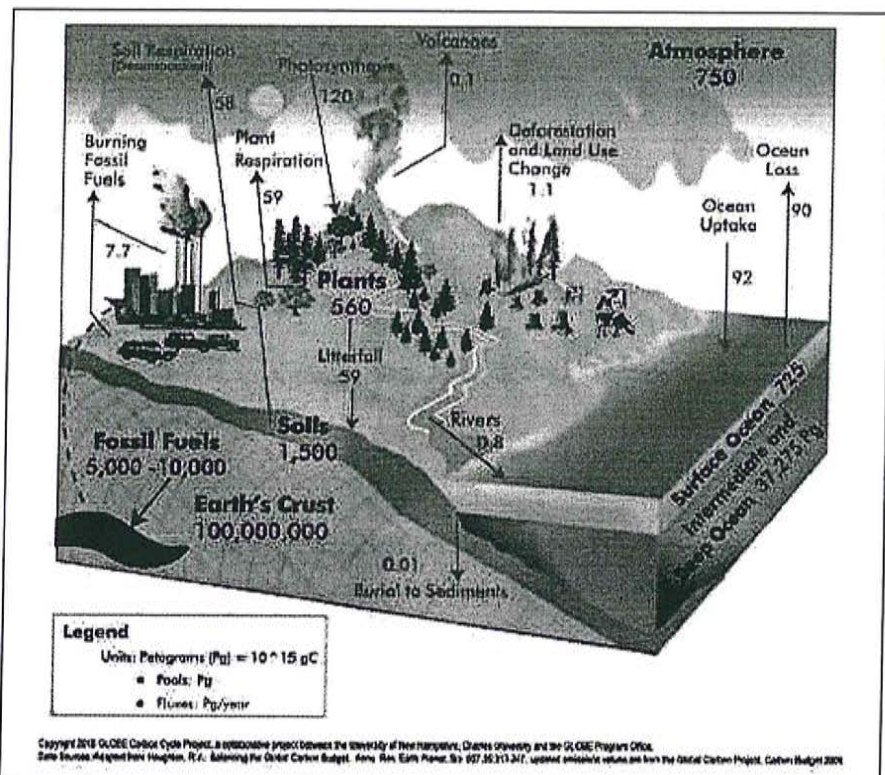
Question: Are there strategies foresters should pursue that might provide positive revenues and returns on investments?

Answer: A forest manager should contact a registry first in order to learn more about the various voluntary and compliance offset protocols that are available for them to pursue. Carbon credits are not marketable until the project has been registered and then verified by an independent third party. Offsets are then issued to the project by a registry and/or compliance program.

Question: Is carbon sequestration in forests a useful, feasible strategy to pursue, and can such a strategy potentially make a difference?

Answer: Carbon sequestration enhances forest growth and productivity, and when implemented within a carbon offset program, creates a tradable environmental commodity. Carbon sequestration is feasible: There are many carbon sequestration proj-

(CONTINUED ON NEXT PAGE)



The Global Carbon Cycle

LORENZ FORESTRY
 CHUCK LORENZ, CF 1770
 Forest Management Planning & Operations, Inventory, Valuation for over 40 years
360-951-0117
 c_4str@yahoo.com

ects that have been registered in both voluntary and compliance markets and have generated offsets that have been sold. Carbon offset projects can make a difference ecologically by increasing carbon stocks across large forested areas, and financially, by introducing a cost-containing mechanism into cap-and-trade programs. Carbon projects also provide tangible incentives for some communities and individuals to retain forest cover where it may have been removed for land conversion or other monetary reasons. These projects can certainly make a difference when implemented at a landscape level.

Question: How big an industry is the carbon market today? How is it measured? However it is measured, is the market growing annually? Why or why not?

Answer: In the California offset program there is an estimated demand of 26 million tons of offsets before the end of 2015 and approximately 200 million tons by the end of 2020. To date, only 11.2 million tons of offsets have been issued, of which 5.8 million were from forestry projects. In the voluntary market, 76 million tons of offsets were transacted in 2013. This decreased from previous years; however, the decline is mostly attributed to voluntary projects transitioning into the California market. In general, the voluntary market has grown steadily over the past 5 years and projects continue to be registered.

Question: Is there an international carbon market?

Answer: There are many voluntary offset projects located outside of the US, and many buyers of these offsets are also based in Europe and Asia. There are also emerging compliance carbon markets in China and Australia. The California carbon market is currently developing a linkage with Quebec, and it is possible that linkages with Mexico and other countries will be considered in the future.

Question: Who wants to buy our carbon in the current market, why, for how long, and how much are they willing to pay?

Answer: The California Cap and Trade program provides a mechanism for forest owners in the lower 48 states to monetize the carbon stored in their forests when they commit to long-term maintenance of high stocks or changes in management that result in increased carbon storage. Forest owners can sell each ton of verified CO₂ equivalent compliance offset credits for \$8-\$10. There is currently a market until 2020, and it is likely to be extended to 2030.

Landowners have the option to develop forest carbon offsets under voluntary programs and sell credits to corporate buyers that are not subject to the Cap and Trade program.

Question: How do annual revenue returns or returns on investments

compare between carbon selling and traditional forestry that involves regular timber harvest and the sale of logs?

Answer: Implementing a carbon offset project on forestland does not prohibit a landowner from harvesting timber or selling logs. Carbon sales will not always bring in enough revenue to forgo all harvesting; however, many conservation organizations have used carbon offset sales to provide revenue from land that is not harvested to cover costs associated with forest conservation. Every forest property is going to have a different bottom line when it comes to the split between realizing carbon revenues or timber revenues. There is the possibility of selling logs when the timber market is good and selling carbon credits when the timber market is low. This should be evaluated on a case-by-case basis and is going to be related to the size of the project area, the type of timber, access to markets, common practices in the region, and willingness of the owners make the commitment.

Question: What time commitments must a landowner make to sell carbon? Do the commitments/constraints run with the land like an easement or a mineral right?

Answer: Forestry offset projects under the California Air Resources Board program must commit to 100 years of monitoring after the final offsets are issued. The American Carbon Registry's voluntary program requires a minimum 40-year commitment from project inception and some programs carry a longer year commitment. While a project can be terminated at any time, there are consequences of early termination. Commitments do run with the land, and like any encumbrance, a carbon project can limit the use of the property by a new owner.

Question: What is the definition of additionality? How is the baseline defined and measured?

Answer: Additionality is defined as carbon emission reductions or removals that would not have occurred in the absence of the project and are not required by any law or regulation. A project baseline is the counterfactual

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Applicant must have Master of Science or PhD degree in natural resource management or closely related field; five years of field-oriented work experience; and strong interpersonal and communication skills.

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scenario that would have occurred in the project area over the project lifetime had the carbon project not been implemented. A baseline is defined in a number of ways, depending on the carbon offset program and quantification protocol used, and importantly, the type of project. For Improved Forest Management Projects the baseline is typically defined by determining what could have legally and financially been harvested within the project area. For reforestation projects, the baseline is generally defined as what could have grown naturally within the project area if planting had not occurred. For avoided conversion/REDD projects, the baseline is typically defined as a rate of conversion or deforestation.

Question: What traditional forest management activities are constrained by a contract to sell carbon?

Answer: Many forest carbon protocols allow what would be considered traditional forest management activities. Specifically, many Improved Forest Management project types are written with that expectation. Most forest carbon protocols require a high percentage of native species, a mixed-species composition, specified age class distributions, and demonstration of sustainable forest practices through various avenues. Further, carbon stocks must either be maintained or increased over the project lifetime. The California forest protocol does limit the size of even-aged management regeneration cut blocks. Each protocol is different in this regard, but they all allow for most traditional forest management activities. This will be dependent on the type of ownership and the existing management goals of the forest owners.

Question: Who provides market oversight?

Answer: Offsets are most often transacted bilaterally between an offset project owner and a buyer, or with brokers acting as intermediaries. In all cases, offsets are issued by a registry or body that has ensured that the offsets have been verified and generated according to the requirements of the protocol and program and that offsets are held in account by the legal owner.

For the California carbon market, all market oversight is enforced by the state itself, though this does not include audits of contract compliance. In the voluntary market, registries that run programs provide the same type of market oversight.

Question: Is the market centralized?

Answer: Compliance markets tend to be more centralized since the buyers are known. In contrast, the voluntary market is less centralized and operated predominantly through bilateral deals between landowners and buyers such as offset retailers and corporations.

Question: Are there consultants that focus on the carbon market?


Answer: There are many consultants that focus on the carbon market, and specifically forest carbon. These consultants can help landowners develop and conduct inventories, develop baseline models, and assist with the carbon quantification. There are also companies that provide both technical serv-

es and investment capital. These companies can represent landowners or simply work with them as a partner or consultant. ♦

About Jessica Orrego

Jessica Orrego is director of forestry for American Carbon Registry (ACR) in Arlington, Virginia. She is responsible for overseeing the listing, verification, and registration of forest carbon projects developed under the California compliance and early-action offset protocols as well as under ACR's voluntary carbon offset methodologies. Jessica has a Bachelor of Science in biology and a Master of Science in forestry from the University of Vermont. She can be reached at 917-838-9886 or jorrego@winrock.org.






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Joel Fields 509-928-4512 Eastern WA, ID & MT	Jerry Gallagher 530-570-5977 California
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November 26, 2014

City Hall
1095 Duane Street
Astoria, Oregon 97103

Dear Ken,

The Climate Trust is interested in purchasing greenhouse gas emission reductions from the City of Astoria's Bear Creek Watershed Forestry Project. The proposed terms, which are contingent upon The Climate Trust's evaluation, the parties mutually agreeing to a definitive purchase and sale agreement, and The Climate Trust Board's approval of the agreement, are as follows.

Project:	Bear Creek Watershed Forestry Project
Project Location:	Astoria, Oregon
Registry:	American Carbon Registry (ACR)
Methodology:	<i>Improved Forest Management Methodology for Quantifying GHG Removals and Emission Reductions through Increased Forestry Carbon Sequestration on Non-Federal U.S. Forestlands, Version 1.1</i>

Firm Delivery Credits:	131,250 ERTs
Price per Firm Delivery Credit:	\$10.00/ERT
Vintage for Firm Delivery Credits:	2015-2024
Unit Contingent Credits	Up to 43,750 ERTs
Price per Unit Contingent Credit	\$9.00/ERT
Vintage for Unit Contingent Credits:	2015-2024
Delivery 1:	Quantity: Up to 45,000 ERTs Firm: 33,750 ERTs @ \$10.00/ERT Unit Contingent: Up to 11,250 @ \$9.00/ERTs Vintage 2015 All Delivery I Credits to be Delivered no sooner than 12/15/2015

	and no later than 02/15/2015 (<i>Delivery Date 1</i>)
Delivery 2:	<p>Quantity: Up to 14,200 ERTs</p> <p>Firm: 10,650 ERTs @ \$10.00/ERT</p> <p>Unit Contingent: Up to 3,550 @ \$9.00/ERTs</p> <p>Vintage 2016</p> <p>All Delivery I Credits to be Delivered no sooner than 03/15/2017 and no later than 05/15/2015 (<i>Delivery Date 2</i>)</p>
Delivery 3:	<p>Quantity: Up to 14,300 ERTs</p> <p>Firm: 10,725 ERTs @ \$10.00/ERT</p> <p>Unit Contingent: Up to 3,575 @ \$9.00/ERTs</p> <p>Vintage 2017</p> <p>All Delivery I Credits to be Delivered no sooner than 03/15/2018 and no later than 05/15/2018 (<i>Delivery Date 3</i>)</p>
Delivery 4:	<p>Quantity: Up to 14,500 ERTs</p> <p>Firm: 10,875 ERTs @ \$10.00/ERT</p> <p>Unit Contingent: Up to 3,625 @ \$9.00/ERTs</p> <p>Vintage 2018</p> <p>All Delivery I Credits to be Delivered no sooner than 03/15/2019 and no later than 05/15/2018 (<i>Delivery Date 4</i>)</p>
Delivery 5:	<p>Quantity: Up to 14,500 ERTs</p> <p>Firm: 10,875 ERTs @ \$10.00/ERT</p> <p>Unit Contingent: Up to 3,625 @ \$9.00/ERTs</p> <p>Vintage 2019</p> <p>All Delivery I Credits to be Delivered no sooner than 03/15/2020 and no later than 05/15/2020 (<i>Delivery Date 5</i>)</p>
Delivery 6:	<p>Quantity: Up to 14,500 ERTs</p> <p>Firm: 10,875 ERTs @ \$10.00/ERT</p> <p>Unit Contingent: Up to 3,625 @ \$9.00/ERTs</p> <p>Vintage 2020</p> <p>All Delivery I Credits to be Delivered no sooner than 03/15/2021</p>

	and no later than 05/15/2021 (<i>Delivery Date 6</i>)
Delivery 7:	Quantity: Up to 14,500 ERTs Firm: 10,875 ERTs @ \$10.00/ERT Unit Contingent: Up to 3,625 @ \$9.00/ERTs Vintage 2021 All Delivery I Credits to be Delivered no sooner than 03/15/2022 and no later than 05/15/2022 (<i>Delivery Date 7</i>)
Delivery 8:	Quantity: Up to 14,500 ERTs Firm: 10,875 ERTs @ \$10.00/ERT Unit Contingent: Up to 3,625 @ \$9.00/ERTs Vintage 2022 All Delivery I Credits to be Delivered no sooner than 03/15/2023 and no later than 05/15/2023 (<i>Delivery Date 8</i>)
Delivery 9:	Quantity: Up to 14,500 ERTs Firm: 10,875 ERTs @ \$10.00/ERT Unit Contingent: Up to 3,625 @ \$9.00/ERTs Vintage 2023 All Delivery I Credits to be Delivered no sooner than 03/15/2024 and no later than 05/15/2024 (<i>Delivery Date 9</i>)
Delivery 10:	Quantity: Up to 14,500 ERTs Firm: 10,875 ERTs @ \$10.00/ERT Unit Contingent: Up to 3,625 @ \$9.00/ERTs Vintage 2024 All Delivery I Credits to be Delivered no sooner than 03/15/2025 and no later than 05/15/2025 (<i>Delivery Date 10</i>)
Total Contract Credits:	Up to 175,000 ERTs
Total Purchase Price:	Up to \$1,706,250.00

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- **Verification:** The City of Astoria will be responsible for ensuring verification is carried out and completed for each of the scheduled project deliveries. All verification fees will be the responsibility of the City of Astoria.
- **Registry Account Fees:** Each party is responsible for its applicable ACR registry fees.

The above proposed terms are valid for a period of 15 days from the date indicated at the top right corner of this letter. To indicate your acceptance of the above terms please countersign below.

Sincerely,



Sheldon Zakreski
Director of Programs
The Climate Trust

Accepted by:

By: _____
The Honorable Willis Van Dusen Date
Mayor of Astoria

By: _____
Brett Estes, City Manager Date

November 26, 2014

Ken Cook
 Public Works Director
 City of Astoria
 1095 Duane Street
 Astoria, OR 97103

Dear Ken,

The Climate Trust is interested in purchasing greenhouse gas emission reductions from the City of Astoria's Bear Creek Watershed Forestry Project. The proposed terms, which are contingent upon The Climate Trust's evaluation, the parties mutually agreeing to a definitive purchase and sale agreement, and The Climate Trust Board's approval of the agreement, are as follows.

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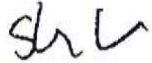
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Sincerely,



Sheldon Zakreski
Director of Programs
The Climate Trust

Accepted by:

The Honorable Willis Van Dusen
Mayor

Accepted by:

Brett Estes
City Manager




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: TRANSFER OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDS TO COMMUNITY ACTION TEAM (CAT)

DISCUSSION/ANALYSIS

In 1974 the federal government established a program to provide grants to states for low to moderate income loans to support rehabilitation of residential properties in need of improvement. The proceeds for these grants are administered on the State level through the Community Development Block Grant (CDBG) program. The Community Action Team (CAT) is the regional agency that administers the distribution of loans and processes their repayment.

The City has participated in this housing rehabilitation loan program since 1994. Over the years the City has been the conduit for grants from the federal government to CAT in the amount of \$1,850,000. The proceeds for various years have been budgeted in the Housing Rehabilitation Fund (#124). The budget for FY 2014-15 is attached. As of June 30, 2014 the loan receivable balance due for "Miscellaneous Income" loans is \$168,217.07 and for "Program Income" loans is \$264,429.38.

As indicated above, the outstanding loan balances relating to the loans made over the years fall into two (2) different categories designated as "Miscellaneous Income" and "Program Income" based on whether grants were made before or after 1993.

"Miscellaneous income" proceeds relate to grants made before 1993. Loans repaid from these pre-1993 grants lose the federal requirements attached to the original grants. Since there are no requirements for the use of this resource, "Miscellaneous Income" can be used by the City for its own purposes.

"Program Income" relates to grants made after 1993. The loans repaid from these grants must be used for the purposes of the original federal grants, which, in this case, means for low to moderate income loans for property rehabilitation.

A further aspect of this program is that the State of Oregon provides oversight through

the Community Development Block Grant (CDBG) program. In May 2012 CDBG administrators ruled that "Program Income" has to be used. If it is anticipated that there will not be enough activity to continue to roll the loans over, then either 1- the "Program Income" should be turned over to the State level CDBG program or 2- it can be transferred to CAT for continued use in the Regional Housing Rehabilitation Loan Program. In either case, "Program Income" generated from the repayment of loans cannot remain with the City of Astoria.


Pursuant to the State's requirement, CAT has established a revolving loan fund that meets the State's requirements as a depository for the remaining "Program Income" resource. CAT has requested that the City transfer the "Program Income" receivable of \$264,429.38 to CAT to continue to administer and use for the purpose of assisting low to moderate income households by providing home rehabilitation services. This transfer would allow CAT to streamline how home rehabilitation services are provided to Astoria homeowners and eliminate any obligation that the City of Astoria would have under the original grants. The attached agreement with its exhibits would accomplish this transfer.

Under this agreement the current "Miscellaneous Income" receivable of \$168,217.07 would become the property of the City. CAT would continue to administer the loans related to "Miscellaneous Income" and transfer proceeds of repayments of this receivable to the City as they are made when properties are sold or transferred. Staff recommends that the "Miscellaneous Income" receivable be transferred to the Capital Improvement Fund as a resource for this fund as the loans are repaid and that the Housing Rehabilitation Fund be terminated.

The agreement has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that Council consider accepting the agreement with Community Action Team (CAT) to transfer the "Program Income" receivable to CAT in the amount of \$264,428.38. It is recommended further that the "Miscellaneous Income" receivable of \$168,217.07 be transferred to the Capital Improvement Fund as its resource and that the Housing Rehabilitation Fund be terminated.

By: 

John Snyder, Financial Analyst

FUND: HOUSING REHABILITATION LOAN #124

Basic Objectives

This fund was established by City Council Resolution No. 94-19 and adopted April 18, 1994 to account for the proceeds of Community Development Block Grants (CDBG) the City received in FYE June 30, 1993 (for \$325,000), in FYE June 30, 1994 (for \$300,000), in FYE June 30, 1998 (for \$300,000), in FYE June 30, 2002 (for \$300,000), in FYE June 30, 2007 (for \$300,000), and in FYE June 30, 2009 (for \$325,000). These grants allow low-interest loans to be made to low income property owners who would otherwise be unable to maintain or renovate their homes. The City is required to account for these resources in a separate fund as the loans are repaid.

Staffing

The Community Development Director and the Finance Department oversee expenditures from this fund. The Community Action Team, through a service contract, administers the actual loan program.

City of Astoria, Oregon
Budget Document

HOUSING REHABILITATION LOAN FUND #124

<u>Historical Data</u>			<u>Budget for Fiscal Year 7/1/14- 6/30/15</u>			
<u>Actual Data</u>	<u>Actual Data</u>	<u>Adopted Budget</u>	<u>Resources and Requirements</u>	<u>Proposed by</u> <u>Budget</u> <u>Officer</u>	<u>Approved by</u> <u>Budget</u> <u>Committee</u>	<u>Adopted by</u> <u>Governing</u> <u>Body</u>
<u>FYE 6/30/12</u>	<u>FYE 6/30/13</u>	<u>FYE 6/30/14</u>				
Resources						
22,463	22,588	31,050	Beginning Fund Balance	59,700	59,700	59,700
-	-	5,000	Loan Payments			
125	149	160	Interest	180	180	180
-	16,363	-	Miscellaneous Revenue	10,000	10,000	10,000
<u>22,588</u>	<u>39,100</u>	<u>36,210</u>	Total Resources	<u>69,880</u>	<u>69,880</u>	<u>69,880</u>
Requirements						
-	-	5,160	Materials & Services			
			Loan Disbursements	50,000	50,000	50,000
-	-	5,160	Total Materials & Services	50,000	50,000	50,000
-	-	-	Transfers to Other Funds			
			Revolving Loan Fund	-	-	-
-	-	770	Contingent Expenditures	7,500	7,500	7,500
<u>22,588</u>	<u>39,100</u>	<u>30,280</u>	Ending Fund Balance	<u>12,380</u>	<u>12,380</u>	<u>12,380</u>
<u>22,588</u>	<u>39,100</u>	<u>36,210</u>	Total Requirements	<u>69,880</u>	<u>69,880</u>	<u>69,880</u>

Detail Budget Information 2014 / 15

HOUSING REHABILITATION LOAN FUND (124 0000)

<u>Materials and Services (515 - 660)</u>			
675	6025	Services-Miscellaneous Loan Disbursement	50,000
910	8020	Contingency	7,500
950	8520	Ending Fund Balance	<u>12,380</u>
TOTAL HOUSING REHABILITATION LOAN FUND			<u>69,880</u>

SUBGRANT AGREEMENT
CITY OF ASTORIA AND
COMMUNITY ACTION TEAM, INC. OF COLUMBIA COUNTY

THIS SUBGRANT AGREEMENT made and entered into, by and between CITY OF ASTORIA, a political sub-division of the State of Oregon, hereinafter called CITY and COMMUNITY ACTION TEAM, INC. of COLUMBIA COUNTY, an Oregon, non-profit corporation, hereinafter called CAT, for and in consideration of their mutual promises and for their mutual benefits.

I. PURPOSE OF AGREEMENT

The purpose of this agreement is to set forth the terms for transfer of the City of Astoria Housing Rehabilitation program income loan fund and loan portfolio to the "Northwest Oregon Regional Housing Loan Fund" (hereafter "RLF").

II. TERMS OF AGREEMENT

It is expressly understood that this agreement shall commence upon execution by all parties.

III. RECITALS:

1. CITY received Community Development Block Grant Numbers H93914 in 1993 and H97035 in 1997 from the United States Department of Housing and Urban Development, through the Oregon Community Development Program.

2. H93914 and H97035 were completed and closed according to the terms of the Oregon Economic Development Department Community Development Block Grant Closeout Agreement (1993 and later Grants Only) In 1995 and 1999 respectively.

3. The provisions in this agreement apply only to the lump sum repayments and interest revenue (program income) and the loan portfolio from funds received under H93914 and H97035 for the City of Astoria Housing Rehabilitation Program.

4. At this time, CITY holds 21 Promissory Notes under 16 Trust Deeds on 16 residential properties and holds in a CITY managed account funds in the amount of \$28,449.66 from lump sum housing rehabilitation loan repayments and interest revenue (program income), from beneficiaries of said housing rehabilitation program. The cash on hand amount of \$28,449.66 is the amount remaining from loan paybacks that have not yet been reloaned through the RLF.

5. The above mentioned trust deeds were accepted as security for deferred payment loans issued to property owners. Said loans are due and payable in full upon sale or transfer of all or any part of the title to the property by any means. From time to time, CITY has received lump sum repayments, considered as program income.

6. The purpose and use of said program income is subject to regulation by the State of Oregon Business Development Department Infrastructure Finance Authority and the U.S. Department of Housing and Urban Development.

7. The CITY desires to transfer all proceeds, lump sum repayments, interest revenue and beneficial interest secured by trust deeds, from the City of Astoria Housing Rehabilitation Program to the RLF administered by CAT.

III. RECITALS: (continued)

8. CAT is a 501(c) (3) non-profit organization that is eligible under 105(a)(15) of the Housing and Community Development Act (HCDA) to carry out housing rehabilitation activities. See Exhibit A of the contract- Appendix A of the HCDA- Eligible Activities.

9. The CITY Representative for purposes of overseeing SUBGRANT AGREEMENT is John Snyder. The CAT contact person is Beverly Danner.

IV. ESTABLISHMENT, OPERATION and MAINTENANCE OF THE RLF

1. CAT has established the RLF. The RLF is the repository for "defederalized" funds from CDBG-funded loan portfolio contributions made by participating jurisdictions in Clatsop, Columbia and Tillamook counties, Oregon. The loan fund shall also include income generated by such assets.

2. The RLF shall be used for the continuance of the housing rehabilitation activities or other eligible neighborhood revitalization, community economic development, or energy conservation projects in accordance with 105(a)(15) of the HCDA.

3. The RLF Mission Statement is: To assist low-mod income households and their communities within the region of Clatsop, Columbia and Tillamook Counties to alleviate unmet housing needs and encourage community economic development through public and private partnerships.

4. CAT shall take reasonable measures to insure equitable distribution of funds from the RLF to eligible projects within the region of Clatsop, Columbia and Tillamook counties.

V. TERMS OF TRANSFER OF H93914 and H97035 FUNDS

1. TRUST DEEDS: Trust Deeds accepted by CITY as security for deferred payment loans issued to residential property owners, beneficiaries of H93914 or H97035 shall be transferred to the RLF through Assignment of Trust Deed by Beneficiary(Assignor) CITY to Assignee CAT.

2. CASH BALANCE: The Cash Balance from lump sum repayments received from beneficiaries of H93914 and H97035 and currently held by CITY shall be transferred to the RLF through Assignment of all Rights to the assets under H93914 and H97035 and transfer of the cash balance to CAT.

VI. AMOUNT OF TRANSFER

1. CITY agrees to transfer the trust deeds of the Sixteen (16) residential properties in their housing rehabilitation loan portfolio, as referenced in Exhibit B of the contract, along with funds held in CITY managed account from lump sum housing rehabilitation loan repayments and interest revenue, as referenced in Exhibit C of this contract, according to the terms of section V. of this agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

A. THINGS TO BE DONE BY CAT:

1. CAT shall accept responsibility for the administration of the RLF. CAT shall perform all functions of administration, including the financial administration, properly executed disbursements and source documentation.

2. CAT agrees to comply with all local laws and statutes of the State of Oregon and further agrees that the performance under this SUBGRANT AGREEMENT is at CAT'S own sole risk and that it agrees to defend,

A. THINGS TO BE DONE BY CAT (continued):

indemnify and save harmless the CITY , and its officers, agents and employees from and against all claims arising out of the acts, errors or omissions of CAT in the performance of this SUBGRANT AGREEMENT.

3. CAT agrees to manage the RLF.
4. CAT shall not enter into any agreement with any other public agency in the performance of this SUBGRANT AGREEMENT without prior notification and approval of Oregon Business Development Department Infrastructure Finance Authority.
5. CAT shall have annual audits conducted of its affairs in compliance with Single Audit Act and OMB Circular A-133.
6. CAT shall comply with bonding and insurance requirements of Attachment B of OMB Circular A-102, Bonding and Insurance, if required.
7. CAT shall ensure that all contracts and subcontracts for residential construction or rehabilitation shall prohibit the use of lead-based paint on any interior or exterior surfaces.
8. CAT shall retain financial records, supporting documents, statistical records and all other records pertinent to the expenditures under this agreement. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks shall be signed by (an) officer(s) or legally authorized agent(s) of CAT. All accounting records including supporting documents pertaining in whole or part to the SUBGRANT AGREEMENT shall be readily accessible.

B. THINGS TO BE DONE BY THE CITY :

1. CITY hereby delegates its administrative responsibility and authority for said transferred funds to CAT, in return for the THINGS TO BE DONE BY CAT and other provisions of this agreement.
2. Up to the limits of the Oregon Constitution and ORS 30.270 CITY agrees to defend, indemnify and save harmless the CAT, it officers, agents, and employees from and against all claims arising out of the negligent acts or errors of the CITY .
3. CITY agrees to provide all necessary inspections to certify building code compliance for RLF loans when permits have been issued by the city for RLF housing rehabilitation projects. Said inspections shall be performed by the Building Official, or building inspectors operating under his or her direction.

II. GENERAL PROVISIONS:

1. Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CITY and CAT arising out of, or relating to, this Agreement or the breach of it will be decided, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction within the State of Oregon.
2. In the event of the dissolution of the entity herein named CAT, the CAT board of directors shall take into custody all finished or unfinished documents and other materials as related to this agreement. Assets from the RLF shall be distributed according to the terms of Article III of CAT's Articles of Incorporation.
3. H93914 and H97035 generated CITY OF ASTORIA Housing Rehabilitation Loan Funds transferred to the RLF are no longer considered program income and therefore, are not subject to Title I requirements. Funds will be spent on eligible activities, pursuant to 105 (a)(15) of the HCDA.

II. GENERAL PROVISIONS (continued):

4. Should any clause or section of this Agreement be declared by a court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

5. Failure by CITY to enforce any provision of this Agreement does not constitute CITY 's continuing waiver of that provision, or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written signed consent of both parties.

6. Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorney's fees and other cost and expenses of litigation, for personal property or damage arising out of the party's performance required by this Agreement.

7. This Agreement is executed in the State of Oregon, and is subject to Clatsop County and Oregon law and jurisdiction. Venue shall be in Clatsop County, unless otherwise agreed by the parties.

8. Upon entering into this Agreement, each party has relied solely upon the advice of its own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

9. Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration, and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

10. Any notice required or permitted under this Agreement shall be in writing and deemed given when:

- (a) actually delivered, or
- (b) three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

11. This Agreement may be a public contract and, if so, all applicable provisions of ORS chapter 279 (as amended) are incorporated here by reference.

12. The headings of the SUBGRANT AGREEMENT paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

13. CAT is not carrying out a function on behalf of CITY . CITY does not have the right to direct or control in any manner the CAT's delivery of services or activities under this Agreement.

14. This Agreement and any referenced attachments constitute the complete agreement between parties, and supersede all prior oral and written agreements between CAT and CITY regarding this project. Time is of the essence in all terms, provisions, covenants, and conditions of this Agreement. It is subject to change only by an instrument executed in writing by both parties.

DATED this ____ day of _____, 2014 at Astoria, Oregon.

ATTESTED:
CITY OF ASTORIA,
a political subdivision
of the State of Oregon.

By: _____
Willis Van Dusen, Mayor

DATED this ____ day of _____, 2014 at St. Helens , Oregon.

ATTESTED:
COMMUNITY ACTION TEAM, INC.,
an Oregon non-profit corporation.

By: _____
James C. Tierney, Executive Director

THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (HCDA) ELIGIBLE ACTIVITIES FOR STATES

Introduction

This appendix consists of Section 105(a) of the Housing and Community Development Act of 1974 (HCDA). Because the Eligible Activities section of the State CDBG regulations (refer to 570.482 in Appendix B) are minimal, the states must use HCDA as the primary authority for determining eligibility of potential state CDBG activities.

HCDA Section 105(a)

Eligible Activities

Section 105(a) Activities assisted under this title may include only—

Section 105(a)(1)

(1) the acquisition of real property (including air rights, water rights, and other interests therein) which is

(A) blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth;

(B) appropriate for rehabilitation or conservation activities;

(C) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development;

(D) to be used for the provision of public works, facilities, and improvements eligible for assistance under this title; or

(E) to be used for other public purposes

**Section
105(a)(2)**

(2) the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements;

**Section
105(a)(3)**

(3) code enforcement in deteriorated or deteriorating areas in which such enforcement, together with public or private improvements or services to be provided, may be expected to arrest the decline of the area;

**Section
105(a)(4)**

(4) clearance, demolition, removal, reconstruction, and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for reconstruction or rehabilitation, and reconstruction or rehabilitation, of privately owned properties, and including the renovation of closed school buildings);

**Section
105(a)(5)**

(5) special projects directed to the removal of material and architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons;

**Section
105(a)(6)**

(6) payments to housing owners for losses of rental income incurred in holding for temporary periods housing units to be utilized for the relocation of individuals and families displaced by activities under this title;

**Section
105(a)(7)**

(7) disposition (through sale, lease, donation, or otherwise) of any real property acquired pursuant to this title or its retention for public purposes;

**Section
105(a)(8)**

(8) provision of public services, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare or recreation needs, if such services have not been provided by the unit of general local government (through funds raised by such unit, or received by such unit from the State in which it is located) during any part of the twelve-month period immediately preceding the date of submission of the statement with respect to which funds are to be made available under this title, and which are to be used for such services, unless the Secretary finds that the discontinuation of such services was the result of events not within the control of the unit of general local government,

except that not more than 15 per centum of the amount of any assistance to a unit of general local government (or in the case of nonentitled communities not more than 15 per centum statewide) under this title including program income may be used for activities under this paragraph unless such unit of general local government used more than 15 percent of the assistance received under this title for fiscal year 1982 or fiscal year 1983 for such activities (excluding any assistance received pursuant to Public Law 98-8), in which case such unit of general local government may use not more than the percentage or amount of such assistance used for such activities for such fiscal year, whichever method of calculation yields the higher amount, except that of any amount of assistance under this title (including program income) in each of fiscal years 1993 through 2000 to the City of Los Angeles and County of Los Angeles, each such unit of general government may use not more than 25 percent in each such fiscal year for activities under this paragraph, and except that of any amount of assistance under this title (including program income) in each of the fiscal years 1999, 2000, and 2001, to the City of Miami, such city may use not more than 25 percent in each fiscal year for activities under this paragraph;

**Section
105(a)(9)**

(9) payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of activities assisted under this title;

**Section
105(a)(10)**

(10) payment of the cost of completing a project funded under title II of the Housing Act of 1949;

**Section
105(a)(11)**

(11) relocation payments and assistance for displaced individuals, families, businesses, organizations, and farm operations, when determined by the grantee to be appropriate;

**Section
105(a)(12)**

(12) activities necessary

(A) to develop a comprehensive community development plan, and

(B) to develop a policy-planning-management capacity so that the recipient of assistance under this title may more rationally and effectively

(i) determine its needs,

(ii) set long-term goals and short-term objectives,

(iii) devise programs and activities to meet these goals and

objectives,

(iv) evaluate the progress of such programs in accomplishing these goals and objectives, and

(v) carry out management, coordination, and monitoring of activities necessary for effective planning implementation;

**Section
105(a)(13)**

(13) payment of reasonable administrative costs related to establishing and administering federally approved enterprise zones and payment of reasonable administrative costs and carrying charges related to

(A) administering the HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act; and

(B) the planning and execution of community development and housing activities, including the provision of information and resources to residents of areas in which community development and housing activities are to be concentrated with respect to the planning and execution of such activities, and including the carrying out of activities as described in section 701(e) of the Housing Act of 1954 on the date prior to the date of enactment of the Housing and Community Development Amendments of 1981;

**Section
105(a)(14)**

(14) provision of assistance including loans (both interim and long-term) and grants for activities which are carried out by public or private nonprofit entities, including

(A) acquisition of real property;

(B) acquisition, construction, reconstruction, rehabilitation, or installation of

(i) public facilities (except for buildings for the general conduct of government), site improvements, and utilities, and

(ii) commercial or industrial buildings or structures and other commercial or industrial real property improvements; and

(C) planning;

**Section
105(a)(15)**

(15) assistance to neighborhood-based nonprofit organizations, local development corporations, nonprofit organizations serving the development needs of the communities in nonentitlement areas, or entities organized under section 301(d) of the Small Business Investment Act of 1958 to carry out a neighborhood revitalization or community economic development or energy conservation project in furtherance of the objectives of section 101(c) of this title, and assistance to neighborhood-based nonprofit organizations, or other private or public nonprofit organizations, for the purpose of assisting, as part of neighborhood revitalization or other community development, the development of shared housing opportunities (other than by construction of new facilities) in which elderly families (as defined in section 3(b)(3) of the United States Housing Act of 1937) benefit as a result of living in a dwelling in which the facilities are shared with others in a manner that effectively and efficiently meets the housing needs of the residents and thereby reduces their cost of housing;

**Section
105(a)(16)**

(16) activities necessary to the development of energy use strategies related to a recipient's development goals, to assure that those goals are achieved with maximum energy efficiency, including items such as—

(A) an analysis of the manner in, and the extent to, which energy conservation objectives will be integrated into local government operations, purchasing and service delivery, capital improvements budgeting, waste management, district heating and cooling, land use planning and zoning, and traffic control, parking, and public transportation functions; and

(B) a statement of the actions the recipient will take to foster energy conservation and the use of renewable energy resources in the private sector, including the enactment and enforcement of local codes and ordinances to encourage or mandate energy conservation or use of renewable energy resources, financial and other assistance to be provided (principally for the benefit of low- and moderate-income persons) to make energy conserving improvements to residential structures, and any other proposed energy conservation activities;

**Section
105(a)(17)**

(17) provision of assistance to private, for-profit entities, when the assistance is appropriate to carry out an economic development project (that shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods) that—

(A) creates or retains jobs for low- and moderate-income persons;

- (B) prevents or eliminates slums and blight;
- (C) meets urgent needs;
- (D) creates or retains businesses owned by community residents;
- (E) assists businesses that provide goods or services needed by, and affordable to, low- and moderate-income residents; or
- (F) provides technical assistance to promote any of the activities under subparagraphs (A) through (E);

Section 105(a)(18)

(18) the rehabilitation or development of housing assisted under Section 17 of the United States Housing Act of 1937;

Section 105(a)(19)

(19) provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities, which assistance shall not be considered a planning cost as defined in paragraph (12) or administrative cost as defined in paragraph (13);

Section 105(a)(20)

(20) housing services, such as housing counseling, in connection with tenant-based rental assistance and affordable housing projects assisted under title II of the Cranston-Gonzalez National Affordable Housing Act, energy auditing, preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in housing activities assisted under title II of the Cranston-Gonzalez National Affordable Housing Act;

Section 105(a)(21)

(21) provision of assistance by recipients under this title to institutions of higher education having a demonstrated capacity to carry out eligible activities under this subsection for carrying out such activities;

Section 105(a)(22)

(22) provision of assistance to public and private organizations, agencies, and other entities (including nonprofit and for-profit entities) to enable such entities to facilitate economic development by—

(A) providing credit (including providing direct loans and loan guarantees, establishing revolving loan funds, and facilitating peer lending programs) for the establishment, stabilization, and expansion of microenterprises;

(B) providing technical assistance, advice, and business support services (including assistance, advice, and support relating to developing business plans, securing funding, conducting marketing, and otherwise engaging in microenterprise activities) to owners of microenterprises and persons developing microenterprises; and

(C) providing general support (such as peer support programs and counseling) to owners of microenterprises and persons developing microenterprises;

**Section
105(a)(23)**

(23) activities necessary to make essential repairs and to pay operating expenses necessary to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods;

**Section
105(a)(24)**

(24) provision of direct assistance to facilitate and expand homeownership among persons of low and moderate income (except that such assistance shall not be considered a public service for purposes of paragraph (8)) by using such assistance to—

(A) subsidize interest rates and mortgage principal amounts for low- and moderate-income homebuyers;

(B) finance the acquisition by low- and moderate-income homebuyers of housing that is occupied by the homebuyers;

(C) acquire guarantees for mortgage financing obtained by low- and moderate-income homebuyers from private lenders (except that amounts received under this title may not be used under this subparagraph to directly guarantee such mortgage financing and grantees under this title may not directly provide such guarantees);

(D) provide up to 50 percent of any downpayment required from low- or moderate-income homebuyer; or

(E) pay reasonable closing costs (normally associated with the purchase of a home) incurred by low- or moderate-income homebuyers; and

Section
105(a)(25)

(25) lead-based paint hazard evaluation and reduction, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992.

EXHIBIT B

5-Nov-14

MASTER LIST - ACCOUNTS RECEIVABLE - ASTORIA PROGRAM INCOME ACCOUNT

CLIENT NUMBER	NAME	ADDRESS	DATE OF LOAN	MORTGAGE AMOUNT	REPAYMENT FEE	TOTAL DUE
2A- 007	Johnston, Mallia Emelita	5207 Birch, Astoria, OR 97103	29-Nov-94	3,180.00	200.00	3,380.00
2A- 007	Johnston, Mallia Emelita	5207 Birch, Astoria, OR 97103	12-Apr-94	12,500.00	600.00	13,100.00
2A- 008	Mckay, Roger	4265 Lief Erickson Drive, Astoria, OR 97103	18-Nov-93	11,390.00	600.00	11,990.00
2A- 025	Rooper/Berg	4739 Birch St., Astoria, OR 97103	13-Sep-93	12,635.53	600.00	13,235.53
2A- 029	Rhoads, Susan	777 Erie Ave., Astoria, OR 97103	29-Nov-94	10,671.00	600.00	11,271.00
2A- 029	Rhoads, Susan	777 Erie Ave., Astoria, OR 97103	17-Feb-95	569.27	100.00	669.27
2A- 030	Myers, Bruce E.	665 46th St., Astoria, OR 97103	07-Feb-95	9,657.31	500.00	10,157.31
2A- 035	Lindstrom, Ross & Eda	447 Alameda, Astoria, OR 97103	14-Mar-95	20,000.00	1,000.00	21,000.00
2A- 039	Rasgo, Armie T.	204 Alameda, Astoria, OR 97103	02-May-95	16,392.54	900.00	17,292.54
3A- 002	Mahnke, Barbara	742 35th St., Astoria, OR 97103	31-Mar-98	18,498.92	1,000.00	19,498.92
3A- 002	Mahnke, Barbara	742 35th St., Astoria, OR 97103	14-Sep-99	1,500.08	-	1,500.08
3A- 005	Eaton, George	645 18th St., Astoria, OR 97103	04-Nov-98	20,000.00	1,000.00	21,000.00
3A- 006	Van Winkle, Frank & Judith	2840 Harrison Ave., Astoria, OR 97103	27-Aug-98	20,000.00	1,000.00	21,000.00
3A- 007	Carr, Yaeko	4913 Cedar St., Astoria, OR 97103	23-Feb-99	20,000.00	1,000.00	21,000.00
3A- 012	Vanderburg, Richard	244 West Exchange St., Astoria, OR 97103	25-May-99	18,120.00	1,000.00	19,120.00
3A- 013	Bryant, Christine	5115 Birch St., Astoria, OR 97103	28-Apr-98	11,778.00	600.00	12,378.00
3A- 013	Bryant, Christine	5115 Birch St., Astoria, OR 97103	12-Aug-99	3,035.00	200.00	3,235.00
3A- 016	Violette, Kevin J. & Colleen A.	1245 Alameda Ave., Astoria, OR 97103	15-Jun-99	15,547.00	800.00	16,347.00
3A- 019	Goss, Dean	629 18th St., Astoria, OR 97103	15-Jun-99	12,425.00	700.00	13,125.00
3A- 019	Goss, Dean	629 18th St., Astoria, OR 97103	28-Sep-99	1,235.73	-	1,235.73
3A- 020	Gregel, Mary A.	575 50th St., Astoria, OR 97103	12-Aug-99	12,194.00	700.00	12,894.00
Outstanding Loans				\$ 251,329.38	\$ 13,100.00	\$ 264,429.38

EXHIBIT C

LOANS & PAYBACKS - CITY OF ASTORIA - PROGRAM INCOME

as of: 05-Nov-14


LOAN APPROVAL DATE	LOAN #	NAME	PAY BACK OF MORTGAGE	LOANS/TRUST DEEDS	ADMIN FEE DEDUCTED FROM RELOANS	LOAN FUND BALANCE
01-Jun-10	3A001	Niska, Alice L	\$20,943.00	\$20,943.00		\$20,943.00
08-Jun-10		Transferred funds to Open Grant HR801				\$0.00
FISCAL YEAR 2009 - 2010						\$0.00
FISCAL YEAR 2010 - 2011		NO ACTIVITY				\$0.00
FISCAL YEAR 2011 - 2012		NO ACTIVITY				\$0.00
21-Jun-13	2A-036	Laureen M. Johnson (Campbell)	\$8,038.00			\$8,038.00
FISCAL YEAR 2012 - 2013						\$8,038.00
10-Jul-13	3A-008	Geraldine Boyle	\$8,730.00			\$16,768.00
10-Jul-13	2A-041	Geraldine Boyle	\$11,681.66			\$28,449.66
FISCAL YEAR 2013-2014						
29-Oct-14		Interest Income	\$145.46			\$28,595.12
TOTALS			\$49,538.12	\$20,943.00	\$0.00	\$28,595.12



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

December 5, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: APROVAL OF WAYFINDING CONCEPT PLAN

DISCUSSION/ANALYSIS

In partnership with the Astoria Downtown Historic District Association (ADHDA) the Parks and Recreation Department is working to incorporate wayfinding signage from the Riverwalk throughout downtown. The Parks and Recreation Department in coordination with the ADHDA Design Committee has consulted the assistance of GREENWORKS, a Portland based Landscape Architecture and Environmental Design Company to lead the community through a public process to develop a Wayfinding Concept Plan.

Public/community involvement on this plan included:

- Start-up Meeting: Agenda included; site tour of the area, review of project goals, review of wayfinding precedents, and review of project schedule with stakeholders.
- Initial Plan Review: Purpose of the meeting was to review the initial components of the concept plan with stakeholders, take comments, and answer questions.
- Draft Plan Review: Purpose of the meeting was to review the concept plan, take comments, and answer questions with the stakeholders.
- Public Meeting: Held on Tuesday, August 19, 2014 at 6:30 PM in City Hall with the purpose of reviewing the concept plan and receive questions and comments from citizens.
- Astoria Downtown Historic District General Meeting: Held on Friday, November 7, 2014 with the purpose of reviewing the final concept plan and receive questions and comments from the citizens.

The stakeholders included representatives from: City Council, City of Astoria Parks Advisory Board, Astoria Downtown Historic District Association, Astoria Warrenton Chamber of Commerce, Astoria Riverfront Trolley, Astoria Cruise Ship Hosts, and City Planning, Engineering, and Parks Departments. During the August Public Meeting


approximately 32 community members were in attendance and provided feedback on the Wayfinding Concept Plan. This feedback was used to update the Wayfinding Concept Plan.

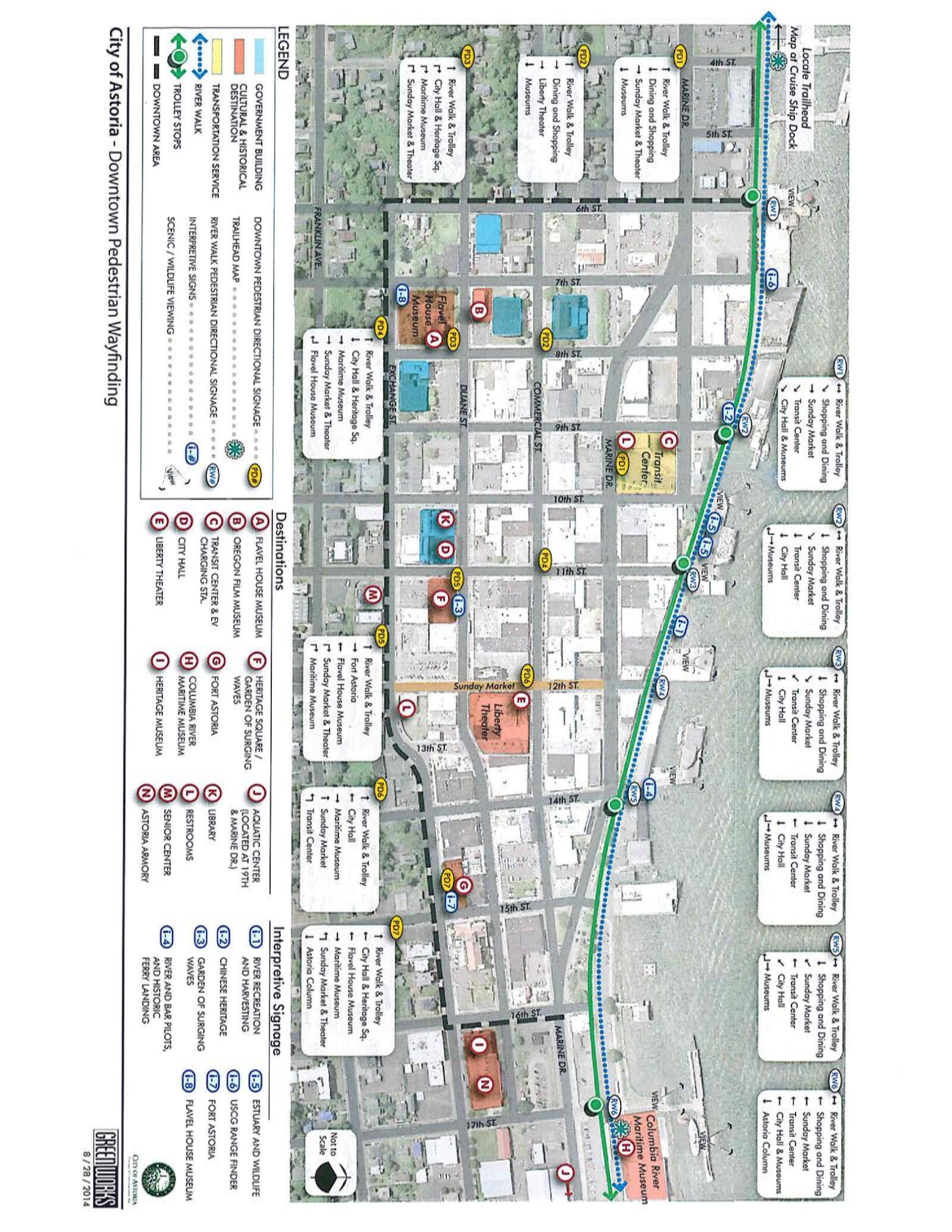
The Pedestrian Wayfinding Concept Plan, including Riverwalk Pedestrian Directional Signage, Downtown Pedestrian Directional Signage, Trailhead Maps, and Interpretive Signs that would extend from Uniontown, Downtown, Uppertown, to Alderbrook, and notes from public meetings are attached for your review.

The Astoria Parks and Recreation Board and the Astoria Downtown Historic District Association Board recommends acceptance of the Pedestrian Wayfinding Concept Plan.

RECOMMENDATION

It is recommended that City Council accept the Pedestrian Wayfinding Concept Plan for future implementation.

By: 
Angela Cosby
Director of Parks & Recreation



City of Astoria - Downtown Pedestrian Wayfinding

- LEGEND**
- █ GOVERNMENT BUILDING
 - █ CULTURAL & HISTORICAL DESTINATION
 - █ TRANSPORTATION SERVICE
 - █ RIVER WALK
 - █ TROLLEY STOPS
 - DOWNTOWN AREA

- ⋯ DOWNTOWN PEDESTRIAN DIRECTIONAL SIGNAGE
- ⋯ TRAILHEAD MAP
- ⋯ RIVER WALK PEDESTRIAN DIRECTIONAL SIGNAGE
- ⋯ INTERPRETIVE SIGNS
- ⋯ SCENIC / WILDLIFE VIEWING

- Destinations**
- A** FLOVEL HOUSE MUSEUM
 - B** OREGON FILM MUSEUM
 - C** TRANSIT CENTER & EV CHARGING STA.
 - D** CITY HALL
 - E** LIBERTY THEATER
 - F** HERITAGE SQUARE / GARDEN OF SURGING WAVES
 - G** FORT ASTORIA
 - H** COLUMBIA RIVER MARITIME MUSEUM
 - I** HERITAGE MUSEUM
 - J** AQUATIC CENTER (LOCATED AT 19TH & MARINE DR.)
 - K** LIBRARY
 - L** RESTROOMS
 - M** SENIOR CENTER
 - N** ASTORIA ARMOY

- Interpretive Signage**
- I-1** RIVER RECREATION AND HARVESTING
 - I-2** CHINESE HERITAGE GARDEN OF SURGING WAVES
 - I-3** RIVER AND BAR PILOTS, AND HISTORIC FERRY LANDING
 - I-4** ESTUARY AND WILDLIFE
 - I-5** USCG RANGE FINDER
 - I-6** FORT ASTORIA
 - I-7** FLOVEL HOUSE MUSEUM

UNIONTOWN - PORT to 3rd ST.

DOWNTOWN - 3rd to 16th ST.

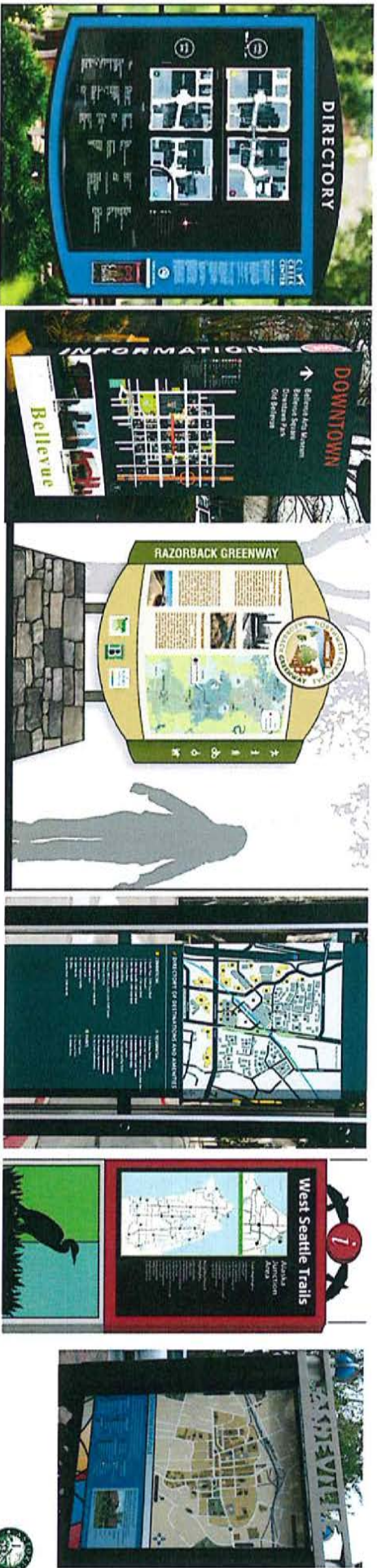
UPPERTOWN - 16th to 41st ST.

ALDERBROOK - 41st ST. to TONGUE POINT



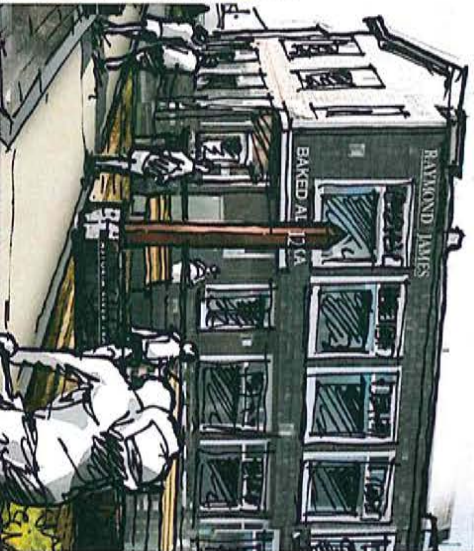


Downtown Pedestrian Directional Signage

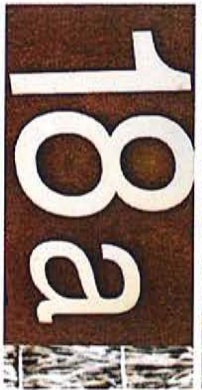
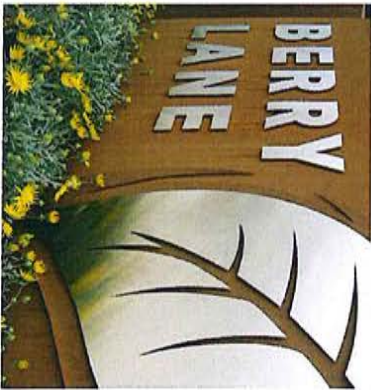


Trailhead Maps

City of Astoria - Downtown Pedestrian Wayfinding - Sign Precedents



River Walk Pedestrian Directional Signage



Interpretive Signage

City of Astoria - Downtown Pedestrian Wayfinding - Sign Precedents



MEETING NOTES

DATE: August 29, 2014
TO: City of Astoria
FROM: Mike Faha, Derek Sergison - GreenWorks PC
PROJECT: Astoria Pedestrian Wayfinding
RE: Presentation for Sign Locations and Typologies in Downtown Astoria

The meeting took place at Astoria City Hall, on Tuesday August 19th, 2014. Mike Faha from GreenWorks, P.C. presented the Astoria Pedestrian Wayfinding Concept Plan, Sign Typologies, and Precedent Examples.

Those in attendance were city officials, focus group members, and Astoria community members. These notes are a documentation of ideas, comments and concerns of the attendees and should be included in future discussions and planning for the city's wayfinding implementation.



General Comments:

- It is important that visitors are aware the River Walk exists. It's recommended that all wayfinding signs identify how to get from Downtown to the River Walk, and vice versa. Consider this circulation between downtown and the River Walk the backbone of the Pedestrian Wayfinding Plan for Astoria.
- This concept reaches beyond wayfinding because it includes interpretive signs. Consider revising the name of the project and expanding on its scope, or reducing it-

Budget:

- Look to "Heel City" or other grants that sponsor healthy walkable cities for funding of signs/sidewalk improvements.

Downtown Pedestrian Wayfinding Map Comments

A. Downtown Pedestrian Directional Signs

1. Locate a Pedestrian Directional sign at 3rd street.
2. Add interpretive sign at 6th Street Pier near RW-1 sign.
3. Consider visitor photo opportunities in relation to PD3 sign location at Flavel House Museum

4. The Transit Center circulation for drop off and pick-up should be a main design indicator for sign locations on this block. Where are people getting off and how will they know where to go?
5. Pedestrian circulation generally ends at Commercial and 4th Street. This intersection may be a good location for a pedestrian directional sign as people seem lost here and are unsure of what lies east and tend to turn or turn north to the River Walk.
6. Intersection of 16th and Duane Streets would be a good location of a Pedestrian Directional Sign as there are key destinations here, the Heritage Museum and Astoria Armory (events location).

B. Interpretive Signs

1. Add interpretive sign for "White Star Cannery"
2. There may be a future interpretive sign at the Northeast corner of Duane and 12th Street when the park is expanded. Consider including sign location here.
3. Potential Interpretive Sign for "Coast Guard Cutters" at the proposed River Boat Dock destination near the Columbia Maritime Museum.
4. Recommend adding Interpretive signs for Heritage Square underground Street Light Mechanics.

C. Trailhead Map Signs

1. Recommend adding a Trailhead Map at 39th Street Pier.

D. River Walk Pedestrian Directional Signs

1. Consider River Walk Directional Signage at end of 8th Street due to its alignment with Flavel House. As visitors walk East along the River Walk from 6th to 9th Street, the bend in trail blocks the site line and this could be a strong wayfinding landmark.
2. River Walk Obelisks should be located on the River side of the trail. Some discussion about street side location, but concerns over their character and importance being lost amongst the buildings outweighed the concern over interrupting views out toward the river.
3. It is important to label streets on the obelisk.
4. There is a strong group interest to see accent lighting on the River Walk Obelisks. This lighting should not contribute toward light pollution, but be subtle and beautiful.

E. Destinations

1. The "Goonies' House is a major tourism draw, should it be included as a cultural destination?

2. Add destination to "River Boat Dock" near Columbia Maritime Museum
3. The public Library (Destination K) has public restroom that is available during hours of operation. Should this be noted as a public restroom (Destination L)? Or should public restrooms be only listed if they are available all hours.
4. Some key visitor destinations are not included on the map such as: the Fort George Brewery, Food Coop, KMUN Radio, new food store development at 16th and Marine Drive... This wayfinding map may not be the best for identifying these commercial destinations, but they are important for tourist and visitors.
5. How can we address or include Historic Victorian Homes Tour. Pamphlets and maps provided at museums? Many visitors are interested and end up wandering around south of Exchange Street and missing out on much of the history.

F. General Comments

1. The intersections where 8th Street crosses Marine and Commercial Streets are dangerous for pedestrian crossing. We should consider ways to improve these crossings and create a stronger link from downtown to the River Walk at these intersections.
2. It should be noted that 14th Street is an connection route to the Astoria Column. However, it may be more appropriate for vehicle traffic information signage.

G. Sign Typologies

1. Colors for the Uptown and Alderbrook signs are not set. These can be discussed further or changed.
2. "Needs" versus "Wants": Different Sign types have different dollar values associated to them and budget and phasing will play an important role in implementation. Meeting attendees participated in a "Need" versus "Want" exercise to inform the importance of the different typologies.
 - River Walk and Downtown Pedestrian Wayfinding Signs were voted to be most "needed." River Walk and Downtown Pedestrian Wayfinding Signs higher priority for implementation.
 - Trailhead Maps and Interpretive Signs were viewed as "wants." (Many of the interpretive signs shown on the plan are existing, though their condition is worsening and future replacement will be necessary)

H. Precedents Wayfinding Signs

1. The meeting attendees noted preferable sign characteristics such as: clear readability, historical form and color, maritime themes, iconic historical symbol on sign, avoid clutter and small lettering, avoid contemporary, urban and modern designs.
2. Interpretive signs should provide information, yet not appear institutional. Avoid transparencies or glass bases.
3. River Walk signs are a pleasing maritime aesthetic and could be enhanced with some simple accent lighting.

MEETING NOTES

DATE: November 7, 2014
TO: Astoria Downtown Historic District Association
FROM: Angela Cosby, City of Astoria, Parks and Recreation
PROJECT: Astoria Pedestrian Wayfinding
RE: Presentation for Sign Locations and Typologies in Downtown Astoria

The meeting took place at Baked Alaska, in downtown Astoria, on Friday, November 7th, 2014 during the Astoria Downtown Historic District Association's monthly general membership meeting. Angela Cosby, from the City of Astoria's Parks and Recreation Department presented the Astoria Pedestrian Wayfinding Concept Plan, Sign Typologies, and Precedent Examples.

Those in attendance were city officials, focus group members, Astoria Downtown Historic District Association members and board members, and community members. These notes are a documentation of ideas, comments and concerns of the attendees and should be included in future discussions and planning for the city's wayfinding implementation.

General Comments

1. It is important to incorporate pieces of art from local artists
2. Collaborate with area tribes, such as the Chinook, Clatsop, and Nehalem tribes to include symbols, artwork, and education throughout the signage. However, ensure to offer opportunity to all tribes, and do not limit it to one.

Downtown Pedestrian Wayfinding Map Comments

1. Identify the directional signage to the Hospital on the map
2. Identify the directional signage to the College on the map
3. Review crosswalks and paths of travel with existing crosswalks
4. Review crosswalks and paths of travel with the transportation systems plan
5. Change the building colors of the (I) Heritage Museum and (N) Astoria Armory to identify with the legend color of Cultural and Historical Destinations



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

December 5, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO APPLY FOR OREGON FEDERAL LANDS
ACCESS PROGRAM GRANT TO SUPPORT WAYFINDING
SIGNAGE ALONG THE RIVERWALK AND DOWNTOWN ASTORIA

DISCUSSION/ANALYSIS

The Western Federal Lands Highway Division (WFLHD) of the Federal Highway Administration is soliciting for capital improvement, enhancement, surface preservation, transit, planning, and research proposals to receive funds through the Oregon Federal Lands Program in fiscal years 2017 through 2019. The purpose of the Federal Lands Access Program (FLAP) is to provide safe and adequate transportation access to and through Federal Lands for visitors, recreationists, and resource users.

Astoria Parks and Recreation is seeking the FLAP grant to assist with the costs associated with installing wayfinding signage along the Astoria Riverwalk. On August 19 of this year, Portland design firm GreenWorks, PC presented the Pedestrian Wayfinding Concept Plan at a Public meeting. The conceptual plan included Riverwalk Pedestrian Directional Signage, Downtown Pedestrian Directional Signage, Trailhead Maps, and Interpretive Signs that would extend from Uniontown, Downtown, Uppertown, to Alderbrook. Subsequently the draft plan was presented at the November, 7th Astoria Downtown Historic District Association general meeting. The plan is being considered for acceptance at the December 15th, 2014 City Council Meeting.

The City of Astoria may apply for this grant in consideration with the "Enhancements" proposal of the grant. These proposals are road and trail related that would allow the City to build wayfinding signage that direct residents and tourists to Federal Lands such as National Parks. It will also assist with providing safe and adequate signage that directs the community and tourists to safe access to trails and to downtown.

Astoria Parks and Recreation will be seeking a \$200,000 grant for the costs of creating and installing directional and interpretative signage. FLAP requires matching funds of 10.27% of the total proposed cost. The match includes "soft matches" or "in-kind matches" such as donated property, materials, and services. The Astoria Parks and Recreation Department proposes that the 10.27% match come from staff time devoted to the project.

The proposal must be received by January 30, 2015. The final decision will be made by early summer 2015 and the project may begin its first phase by October 1, 2015.

RECOMMENDATION

It is recommended that City Council approve the application for FLAP to help pay for the costs associated with Riverwalk wayfinding signage.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 5, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO APPLY FOR NATIONAL ENDOWMENTS FOR THE ARTS OUR TOWN GRANT FOR WAYFINDING SIGNAGE ON THE ASTORIA RIVERWALK

DISCUSSION/ANALYSIS

The National Endowment for the Arts (NEA) was created in 1965 by the United States Congress as an independent agency to promote and support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The "Our Town" grant through the NEA was created to support creative place-making in a community that contributes to the livability of a community.

Astoria Parks and Recreation is seeking the NEA's Our Town grant to assist with the costs associated with installing wayfinding signage along the Astoria Riverwalk. On August 19th of this year, Portland design firm GreenWorks, PC presented the Pedestrian Wayfinding Concept Plan at a Public Meeting. The conceptual plan included Riverwalk Pedestrian Directional Signage, Downtown Pedestrian Directional Signage, Trailhead Maps, and Interpretive Signs that would extend from Uniontown, Downtown, Uppertown, to Alderbrook. Subsequently the draft plan was presented at the November, 7th Astoria Downtown Historic District Association general meeting. The plan is being considered for acceptance at the December 15th, 2014 City Council Meeting.

The most recent recipient of the Our Town Grant locally was the City of Newberg. In fiscal year 2013, Newburg requested a \$50,000 grant that established gateway elements, wayfinding devices, permanent and temporary art installations, and a framework for the acquisition of future public art in the district.


Astoria Parks and Recreation believes that with the artistic elements included on the directional signage that potentially includes Native American iconography, the community's investment in historic preservation, along with increasing tourism to the City of Astoria, it poises the Department favorably amongst the selection committee.

The Our Town grant requires a non-federal match of at least 1 to 1 which may include cash or a combination of cash and in-kind contributions. The Parks and Recreation Department is applying for \$50,000 in Our Town grant funds, which would be matched by a \$30,000 cash match from the Promote Astoria Fund, and a \$20,000 in-kind match from the Parks and Recreation Department. This would satisfy the 1 to 1 non-federal match requirement and provide a total project budget of \$100,000 to install five 10 ft. high obelisks that would act as pedestrian signage as well as two trailhead maps along the Riverwalk. If an award is received through the NEA, wayfinding construction could begin on October 1, 2015 or any time thereafter.

A favorable application would include support letters from community with the primary partners being a cultural (arts or design) organization. Currently, Astoria Parks and Recreation will be receiving a letter of support from Senator Jeff Merkley, Astoria Downtown Historic District Association, Astoria Riverfront Trolley and Astoria Visual Arts.

RECOMMENDATION

It is recommended that City Council approve the application for the National Endowment of the Arts Our Town grant to help pay for the costs associated with Riverwalk wayfinding signage.

By: 
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 11, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SALARY RESOLUTION IMPLEMENTING COST OF LIVING ADJUSTMENT FOR NON-REPRESENTED EMPLOYEES AND MODIFYING THE TITLE OF CHIEF OF POLICE TO INCLUDE "ASSISTANT CITY MANAGER"

DISCUSSION/ANALYSIS

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

- The first adjustment relates to the Cost of Living Adjustment (COLA) of 2.5 percent for the Non-represented employees retroactive to July 1, 2014.
- The second change relates to the promotion of Brad Johnston to the position of Chief of Police/Assistant City Manager. While the change affects Brad's title and range of responsibilities, no modification to the salary range is proposed, other than the above mentioned COLA.

Funds to accommodate the 2.5 percent COLA are available in the respective budgets for the Non-represented Employees. The new job description for Chief of Police/Assistant City Manager is attached.

RECOMMENDATION

It is recommended that Council approve the Salary Resolution implementing the proposed adjustments as described above and approve the job description for Chief of Police/Assistant City Manager.

RESOLUTION NO. 14-_____

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

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

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

SECTION 1. ESTABLISHING PAY PLAN

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

SECTION 2. SALARY AND WAGE SCHEDULES

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

SECTION 3. CLASSIFIED POSITION ALLOCATION

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

SECTION 4. GENERAL/PARKS EMPLOYEES

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

<u>POSITION</u>	<u>RANGE</u>
LIBRARY ASSISTANT	12
ACCOUNTING SUPPORT CLERK	14
ACCOUNTING CLERK	18
ENGINEERING SECRETARY	18
PERMIT TECHNICIAN	18
SENIOR LIBRARY ASSISTANT	20
RECREATION COORDINATOR	23
COMPUTER ASSISTED DRAFTING (CAD) TECHNICIAN	26
ENGINEERING TECHNICIAN	26
FACILITY COORDINATOR	26
GROUNDS COORDINATOR	26
SENIOR ENGINEERING TECHNICIAN	30

SECTION 5. FIRE DEPARTMENT

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

<u>POSITION</u>	<u>RANGE</u>
FIREFIGHTER*	22
DRIVER/ENGINEER*	24
FIRE LIEUTENANT*	28

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

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

SECTION 6. POLICE DEPARTMENT

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

<u>POSITION</u>	<u>RANGE</u>
RECORDS SPECIALIST	12
SENIOR RECORDS SPECIALIST	14
COMMUNICATIONS OPERATOR	22
POLICE OFFICER	29
COMMUNITY POLICING OFFICER (ROTATING) DETECTIVE (ROTATING ASSIGNMENT)	33 33

SECTION 7. PUBLIC WORKS

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

<u>POSITION</u>	<u>RANGE</u>
EQUIPMENT SERVICER	14
UTILITY WORKER	18
EQUIPMENT MECHANIC I SWEEPER OPERATOR UTILITY TECHNICIAN	20 20 20
UTILITY WORKER II	22
WASTEWATER TREATMENT PLANT OPERATOR WATER QUALITY TECHNICIAN	24 24
EQUIPMENT MECHANIC II SENIOR UTILITY TECHNICIAN SENIOR UTILITY WORKER STORES SUPERVISOR WATER SOURCE OPERATOR	26 26 26 26 26
LEAD UTILITY WORKER WASTEWATER TREATMENT PLANT SUPERVISOR WATER QUALITY SUPERVISOR	28 28 28

SECTION 8. MANAGEMENT AND CONFIDENTIAL

The following Positions and Ranges comprise the Management and Confidential Unit. See "Schedules E-1, E-2A and E-2B" for salaries.

<u>POSITION</u>	<u>RANGE</u>
ADMINISTRATIVE ASSISTANT	18
EXECUTIVE SECRETARY	20
ADMINISTRATIVE SERVICES MANAGER	28
FINANCIAL ANALYST	28
PLANNER	28
FINANCE OPERATIONS SUPERVISOR	30
EQUIPMENT MAINTENANCE SUPERVISOR	32M
ASSISTANT PUBLIC WORKS SUPERINTENDENT	34M
FINANCIAL REPORT MANAGER	34
AQUATIC PROGRAM MANAGER	35
PARKS MAINTENANCE SUPERVISOR	36
SERGEANT (E-2B)	36
BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER	38
PUBLIC WORKS SUPERINTENDENT	38
EMERGENCY COMMUNICATIONS MANAGER	40
LIBRARY DIRECTOR	40
DEPUTY CHIEF OF POLICE (E-2A)	42
DEPUTY FIRE CHIEF/TRAINING OFFICER (E-2A)	42
ASSISTANT CITY ENGINEER	45
PARKS AND RECREATION DIRECTOR	45
CITY ENGINEER	47
FIRE CHIEF (E-2A)	48
POLICE CHIEF/ASSISTANT CITY MANAGER (E-2A)	48
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES	49
PUBLIC WORKS DIRECTOR	49
COMMUNITY DEVELOPMENT DIRECTOR	51

SECTION 9. TEMPORARY PERSONNEL

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

All drills and training sessions must be officially approved.

CONTINGENT SEASONAL WORK

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

Schedule F-1

DEPARTMENT	JOB TITLES
Library	Library Assistant
Parks & Community Services	Lifeguard Swim Instructor Recreation Leader I Recreation Leader II Parks Laborer
Police	Temporary Community Service Officer
Public Works	Public Works Laborer Weekend Water Operator

Schedule F-2

DEPARTMENT	JOB TITLES	STEP
All Departments	Clerical Aide	14
Finance	Accounting Support Clerk Parking Control Officer	19 24
Library	Library Page I Library Page II Library Assistant Senior Library Assistant	14 16 19 31
Parks & Community Services	Cashier Head Cashier	14 16

SECTION 10. ADVANCEMENT WITHIN RANGE

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

SECTION 11. EXCEPTIONAL AND ADDITIONAL INCREASES

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

SECTION 12. STABILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.12.

Range 29 Step A is the highest range upon which stability pay can be based for the following groups:

General Employees/Parks	Schedule A
Fire Employees	Schedule B
Nonunion Employees (Nonsworn)	Schedule E-1
Nonunion Employees (Sworn)	Schedule E-2A

All stability pay percentages are at Step E of the employee's salary range, not to exceed Range 29, Step E for the following group:

Public Works Employees	Schedule D
------------------------	------------

The following receive stability pay based upon Step E of the employee's base range:

Police Employees (Sworn & Nonsworn)	Schedule C
Chief of Police/Assistant City Manager and Deputy Chief of Police	Schedule E-2A
Sergeants	Schedule E-2B

SECTION 13. RESPONSIBILITY PAY

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

SECTION 14. REPEAL OF RESOLUTIONS

Resolution No. 14-29 adopted by the City Council on October 20, 2014, is hereby repealed and superseded by this resolution.

SECTION 15. EFFECTIVE DATE

The provisions of this resolution shall become effective upon passage and are retroactive to July 1, 2014.

ADOPTED BY THE CITY COUNCIL THIS 15TH DAY OF DECEMBER, 2014.

APPROVED BY THE MAYOR THIS 15TH DAY OF DECEMBER, 2014

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Councilor LaMear
 Herzig
 Mellin
 Warr
Mayor Van Dusen

MANAGER\RES\SALARY RES CURRENT 12-2014.DOC

SALARY SCHEDULES

SCHEDULE A – GENERAL EMPLOYEES/PARKS

SCHEDULE B – FIRE EMPLOYEES

SCHEDULE C – POLICE EMPLOYEES (SWORN & NONSWORN)

SCHEDULE D – PUBLIC WORKS EMPLOYEES

SCHEDULE E – MANAGEMENT AND CONFIDENTIAL

E-1 – (NONSWORN)

E-2A – (SWORN)

E-2B – (SERGEANTS)

SCHEDULE F-1 – TEMPORARY EMPLOYEES

SCHEDULE F-2 – GENERAL TEMPORARY EMPLOYEES

**GENERAL/PARKS EMPLOYEES
SCHEDULE A
EFFECTIVE JULY 1, 2013**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,392.62	28,711	13.80
	B	2,512.26	30,147	14.49
	C	2,637.87	31,654	15.22
	D	2,769.76	33,237	15.98
	E	2,908.25	34,899	16.78
14	A	2,502.73	30,033	14.44
	B	2,627.86	31,534	15.16
	C	2,759.26	33,111	15.92
	D	2,897.22	34,767	16.71
	E	3,042.08	36,505	17.55
16	A	2,632.60	31,591	15.19
	B	2,764.23	33,171	15.95
	C	2,902.44	34,829	16.74
	D	3,047.57	36,571	17.58
	E	3,199.94	38,399	18.46
17	A	2,693.13	32,318	15.54
	B	2,827.79	33,933	16.31
	C	2,969.18	35,630	17.13
	D	3,117.63	37,412	17.99
	E	3,273.52	39,282	18.89
18	A	2,763.59	33,163	15.94
	B	2,901.77	34,821	16.74
	C	3,046.86	36,562	17.58
	D	3,199.20	38,390	18.46
	E	3,359.16	40,310	19.38
20	A	2,907.02	34,884	16.77
	B	3,052.37	36,628	17.61
	C	3,204.99	38,460	18.49
	D	3,365.24	40,383	19.41
	E	3,533.50	42,402	20.39
23	A	3,132.27	37,587	18.07
	B	3,288.88	39,467	18.97
	C	3,453.32	41,440	19.92
	D	3,625.99	43,512	20.92
	E	3,807.29	45,687	21.97
24	A	3,209.94	38,519	18.52
	B	3,370.44	40,445	19.44
	C	3,538.96	42,468	20.42
	D	3,715.91	44,591	21.44
	E	3,901.70	46,820	22.51
26	A	3,371.94	40,463	19.45
	B	3,540.53	42,486	20.43
	C	3,717.56	44,611	21.45
	D	3,903.44	46,841	22.52
	E	4,098.61	49,183	23.65
30	A	3,716.91	44,603	21.44
	B	3,902.75	46,833	22.52
	C	4,097.89	49,175	23.64
	D	4,302.79	51,633	24.82
	E	4,517.93	54,215	26.06

**FIRE EMPLOYEES
SCHEDULE B
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
22	A	4,045.15	48,542	16.6239	24.9358
	B	4,247.40	50,969	17.4551	26.1826
	C	4,459.73	53,517	18.3276	27.4915
	D	4,682.76	56,193	19.2442	28.8663
	E	4,916.84	59,002	20.2062	30.3093
Includes 2.0% Stability	C	4,540.64	54,488	18.6602	27.9903
	D	4,763.67	57,164	19.5767	29.3651
	E	4,997.76	59,973	20.5387	30.8081
Includes 3.5% Stability	C	4,601.31	55,216	18.9095	28.3642
	D	4,824.25	57,891	19.8257	29.7385
	E	5,058.34	60,700	20.7877	31.1815
Includes 4.5% Stability	C	4,641.81	55,702	19.0759	28.6139
	D	4,864.75	58,377	19.9921	29.9882
	E	5,098.93	61,187	20.9545	31.4317
Includes 6.0% Stability	C	4,702.48	56,430	19.3253	28.9879
	D	4,925.42	59,105	20.2415	30.3622
	E	5,159.59	61,915	21.2038	31.8057
24	A	4,252.26	51,027	17.4750	26.2126
	B	4,464.86	53,578	18.3487	27.5231
	C	4,688.15	56,258	19.2664	28.8996
	D	4,922.50	59,070	20.2295	30.3442
	E	5,168.61	62,023	21.2409	31.8613
Includes 2.0% Stability	C	4,773.14	57,278	19.6156	29.4234
	D	5,007.58	60,091	20.5791	30.8686
	E	5,253.69	63,044	21.5905	32.3857
Includes 3.5% Stability	C	4,836.90	58,043	19.8777	29.8165
	D	5,071.34	60,856	20.8411	31.2617
	E	5,317.45	63,809	21.8525	32.7788
Includes 4.5% Stability	C	4,879.43	58,553	20.0525	30.0787
	D	5,113.87	61,366	21.0159	31.5239
	E	5,359.98	64,320	22.0273	33.0410
Includes 6.0% Stability	C	4,943.28	59,319	20.3149	30.4723
	D	5,177.63	62,132	21.2779	31.9169
	E	5,423.75	65,085	22.2894	33.4340

**FIRE EMPLOYEES
SCHEDULE B
EFFECTIVE JULY 1, 2012**

RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
28	A	4,685.41	56,225	19.2551	28.8827
	B	4,919.67	59,036	20.2178	30.3267
	C	5,165.70	61,988	21.2289	31.8433
	D	5,424.01	65,088	22.2905	33.4357
	E	5,695.15	68,342	23.4047	35.1071
Includes 2.0% Stability					
	C	5,259.26	63,111	21.6134	32.4201
	D	5,517.57	66,211	22.6750	34.0124
	E	5,788.80	69,466	23.7896	35.6844
Includes 3.5% Stability					
	C	5,329.48	63,954	21.9020	32.8529
	D	5,587.88	67,055	22.9639	34.4458
	E	5,859.19	70,310	24.0789	36.1183
Includes 4.5% Stability					
	C	5,376.35	64,516	22.0946	33.1419
	D	5,634.75	67,617	23.1565	34.7348
	E	5,906.06	70,873	24.2715	36.4072
Includes 6.0% Stability					
	C	5,446.65	65,360	22.3835	33.5752
	D	5,705.05	68,461	23.4454	35.1681
	E	5,976.28	71,715	24.5601	36.8401

**POLICE EMPLOYEES
(SWORN & NONSWORN)
SCHEDULE C
EFFECTIVE JULY 1, 2014**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,597.06	31,165	14.98
	B	2,726.92	32,723	15.73
	C	2,863.26	34,359	16.52
	D	3,006.43	36,077	17.34
	E	3,156.75	37,881	18.21
14	A	2,727.09	32,725	15.73
	B	2,863.44	34,361	16.52
	C	3,006.62	36,079	17.35
	D	3,156.95	37,883	18.21
	E	3,314.79	39,778	19.12
22	A	3,330.48	39,966	19.21
	B	3,497.01	41,964	20.18
	C	3,671.86	44,062	21.18
	D	3,855.45	46,265	22.24
	E	4,048.22	48,579	23.36
29	A	3,957.39	47,489	22.83
	B	4,155.25	49,863	23.97
	C	4,363.02	52,356	25.17
	D	4,581.17	54,974	26.43
	E	4,810.23	57,723	27.75
30	A	4,051.01	48,612	23.37
	B	4,253.56	51,043	24.54
	C	4,466.24	53,595	25.77
	D	4,689.55	56,275	27.06
	E	4,924.03	59,088	28.41
33	A	4,361.87	52,342	25.16
	B	4,579.97	54,960	26.42
	C	4,808.97	57,708	27.74
	D	5,049.41	60,593	29.13
	E	5,301.88	63,623	30.59

**PUBLIC WORKS EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2014**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
14	A	2,759.45	33,113	15.92
	B	2,897.42	34,769	16.72
	C	3,042.29	36,508	17.55
	D	3,194.41	38,333	18.43
	E	3,354.13	40,250	19.35
16	A	2,895.40	34,745	16.70
	B	3,040.18	36,482	17.54
	C	3,192.18	38,306	18.42
	D	3,351.79	40,222	19.34
	E	3,519.38	42,233	20.30
18	A	3,042.07	36,505	17.55
	B	3,194.17	38,330	18.43
	C	3,353.88	40,247	19.35
	D	3,521.57	42,259	20.32
	E	3,697.65	44,372	21.33
20	A	3,199.14	38,390	18.46
	B	3,359.10	40,309	19.38
	C	3,527.05	42,325	20.35
	D	3,703.40	44,441	21.37
	E	3,888.57	46,663	22.43
22	A	3,370.46	40,445	19.44
	B	3,538.98	42,468	20.42
	C	3,715.93	44,591	21.44
	D	3,901.73	46,821	22.51
	E	4,096.81	49,162	23.64
24	A	3,535.19	42,422	20.40
	B	3,711.95	44,543	21.42
	C	3,897.55	46,771	22.49
	D	4,092.43	49,109	23.61
	E	4,297.05	51,565	24.79
25	A	3,625.67	43,508	20.92
	B	3,806.95	45,683	21.96
	C	3,997.30	47,968	23.06
	D	4,197.16	50,366	24.21
	E	4,407.02	52,884	25.43
26	A	3,715.94	44,591	21.44
	B	3,901.74	46,821	22.51
	C	4,096.83	49,162	23.64
	D	4,301.67	51,620	24.82
	E	4,516.75	54,201	26.06
28	A	3,893.74	46,725	22.46
	B	4,088.43	49,061	23.59
	C	4,292.85	51,514	24.77
	D	4,507.49	54,090	26.00
	E	4,732.87	56,794	27.31

**NONUNION EMPLOYEES (NONSWORN)
SCHEDULE E-1
EFFECTIVE JULY 1, 2014**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
18	A	2,861.07	34,333	16.51
	B	3,004.12	36,049	17.33
	C	3,154.33	37,852	18.20
	D	3,312.04	39,745	19.11
	E	3,477.64	41,732	20.06
20	A	3,001.98	36,024	17.32
	B	3,152.07	37,825	18.19
	C	3,309.68	39,716	19.09
	D	3,475.16	41,702	20.05
	E	3,648.92	43,787	21.05
28	A	3,658.44	43,901	21.11
	B	3,841.36	46,096	22.16
	C	4,033.43	48,401	23.27
	D	4,235.10	50,821	24.43
	E	4,446.85	53,362	25.65
29	A	3,753.50	45,042	21.65
	B	3,941.17	47,294	22.74
	C	4,138.23	49,659	23.87
	D	4,345.14	52,142	25.07
	E	4,562.40	54,749	26.32
30	A	3,841.49	46,098	22.16
	B	4,033.56	48,403	23.27
	C	4,235.24	50,823	24.43
	D	4,447.00	53,364	25.66
	E	4,669.35	56,032	26.94
32	A	4,038.09	48,457	23.30
	B	4,240.00	50,880	24.46
	C	4,452.00	53,424	25.68
	D	4,674.60	56,095	26.97
	E	4,908.33	58,900	28.32
34	A	4,240.82	50,890	24.47
	B	4,452.87	53,434	25.69
	C	4,675.51	56,106	26.97
	D	4,909.28	58,911	28.32
	E	5,154.75	61,857	29.74
35	A	4,350.86	52,210	25.10
	B	4,568.41	54,821	26.36
	C	4,796.83	57,562	27.67
	D	5,036.67	60,440	29.06
	E	5,288.50	63,462	30.51
36	A	4,454.69	53,456	25.70
	B	4,677.43	56,129	26.99
	C	4,911.30	58,936	28.33
	D	5,156.87	61,882	29.75
	E	5,414.71	64,977	31.24

**NONUNION EMPLOYEES (NONSWORN)
SCHEDULE E-1
EFFECTIVE JULY 1, 2014**

RANGE	STEP	MONTHLY	YEARLY	HOURLY
38	A	4,689.54	56,275	27.06
	B	4,924.02	59,088	28.41
	C	5,170.22	62,043	29.83
	D	5,428.73	65,145	31.32
	E	5,700.17	68,402	32.89
40	A	4,932.00	59,184	28.45
	B	5,178.60	62,143	29.88
	C	5,437.53	65,250	31.37
	D	5,709.41	68,513	32.94
	E	5,994.88	71,939	34.59
42	A	5,183.00	62,196	29.90
	B	5,442.15	65,306	31.40
	C	5,714.26	68,571	32.97
	D	5,999.97	72,000	34.62
	E	6,299.97	75,600	36.35
45	A	5,577.33	66,928	32.18
	B	5,856.19	70,274	33.79
	C	6,149.00	73,788	35.48
	D	6,456.45	77,477	37.25
	E	6,779.27	81,351	39.11
47	A	5,858.06	70,297	33.80
	B	6,150.96	73,812	35.49
	C	6,458.51	77,502	37.26
	D	6,781.43	81,377	39.12
	E	7,120.50	85,446	41.08
48	A	6,003.86	72,046	34.64
	B	6,304.05	75,649	36.37
	C	6,619.25	79,431	38.19
	D	6,950.22	83,403	40.10
49	E	7,297.73	87,573	42.10
	A	6,154.70	73,856	35.51
	B	6,462.44	77,549	37.28
	C	6,785.56	81,427	39.15
	D	7,124.84	85,498	41.10
51	E	7,481.08	89,773	43.16
	A	6,462.62	77,551	37.28
	B	6,785.75	81,429	39.15
	C	7,125.04	85,500	41.11
	D	7,481.29	89,776	43.16
	E	7,855.36	94,264	45.32

NONUNION EMPLOYEES (SWORN) SCHEDULE E2A EFFECTIVE JULY 1, 2014				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
29	A	3,773.05	45,276.57	21.77
	B	3,961.70	47,540.40	22.86
	C	4,159.78	49,917.42	24.00
	D	4,367.77	52,413.29	25.20
	E	4,586.16	55,033.95	26.46
39	A	4,831.75	57,981.02	27.88
	B	5,073.34	60,880.07	29.27
	C	5,327.01	63,924.08	30.73
	D	5,593.36	67,120.28	32.27
	E	5,873.02	70,476.30	33.88
40	A	4,955.40	59,464.75	28.59
	B	5,203.17	62,437.98	30.02
	C	5,463.32	65,559.88	31.52
	D	5,736.49	68,837.88	33.10
	E	6,023.31	72,279.77	34.75
42	A	5,208.90	62,506.82	30.05
	B	5,469.35	65,632.16	31.55
	C	5,742.81	68,913.77	33.13
	D	6,029.95	72,359.46	34.79
	E	6,331.45	75,977.43	36.53
48	A	6,032.36	72,388.28	34.80
	B	6,333.97	76,007.69	36.54
	C	6,650.67	79,808.08	38.37
	D	6,983.21	83,798.48	40.29
	E	7,332.37	87,988.41	42.30

NONUNION EMPLOYEES (SERGEANTS) SCHEDULE E-2B EFFECTIVE MAY 1, 2014				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
36	A	4,563.87	54,766	26.33
	B	4,792.06	57,505	27.65
	C	5,031.67	60,380	29.03
	D	5,283.25	63,399	30.48
	E	5,547.41	66,569	32.00

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

RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1A	1	9.10	2	1	21.00	
	2	9.25		2	22.00	
	3	9.50		3	23.00	
	4	9.75		4	24.00	
	5	10.00		5	25.00	
	6	10.25		6	26.00	
	7	10.50		7	27.00	
	8	10.75		8	28.00	
	9	11.00		9	29.00	
	10	11.25		10	30.00	
	11	11.50		11	31.00	
	12	11.75		12	32.00	
	13	12.00		13	33.00	
	14	12.25		14	34.00	
	15	12.50		15	35.00	
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1B	1	12.75	3	1	37.50	
	2	13.00		2	40.00	
	3	13.25		3	42.50	
	4	13.50		4	45.00	
	5	13.75		5	47.50	
	6	14.00		6	50.00	
	7	14.25		7	52.50	
	8	14.50		8	55.00	
	9	14.75		9	57.50	
	10	15.00		10	60.00	
	11	15.25		11	62.50	
	12	15.50		12	65.00	
	13	15.75		13	67.50	
	14	16.00		14	70.00	
	15	16.25		15	72.50	
				16	75.00	
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY	
1C	1	16.50	4	1	80.00	
	2	16.75		2	85.00	
	3	17.00		3	90.00	
	4	17.25		4	95.00	
	5	17.50		5	100.00	
	6	17.75		6	105.00	
	7	18.00		7	110.00	
	8	18.25		8	115.00	
	9	18.50		9	120.00	
	10	18.75		10	125.00	
	RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
				5	1	130.00
					2	140.00
					3	150.00
					4	160.00
			5		170.00	
			6		180.00	
			7		190.00	
			8		200.00	
	11	19.00				
	12	19.25				
	13	19.50				
	14	19.75				
	15	20.00				

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

RANGE	STEP	MONTHLY	YEARLY	HOURLY
14	A	1,585.94	19,031	9.1496
	B	1,665.23	19,983	9.6071
	C	1,748.50	20,982	10.0870
	D	1,835.92	22,031	10.5920
	E	1,927.72	23,133	11.1210
16	A	1,666.40	19,997	9.6139
	B	1,749.72	20,997	10.0950
	C	1,837.21	22,047	10.5990
	D	1,929.07	23,149	11.1290
	E	2,025.52	24,306	11.6860
19	A	1,792.86	21,514	10.3430
	B	1,882.50	22,590	10.8610
	C	1,976.63	23,720	11.4040
	D	2,075.46	24,906	11.9740
	E	2,179.23	□□□□□□1	12.5730
24	A	2,029.61	24,355	11.7090
	B	2,131.09	25,573	12.2950
	C	2,237.65	26,852	12.9100
	D	2,349.53	28,194	13.5550
	E	2,467.01	29,604	14.233
31	A	2,380.73	28,569	13.7350
	B	2,499.77	29,997	14.4220
	C	2,624.75	31,497	15.1430
	D	2,755.99	33,072	15.9000
	E	2,893.79	34,726	16.6950

POLICE CHIEF / ASSISTANT CITY MANAGER

GENERAL STATEMENT OF DUTIES: Administers, plans and directs the operations of the Police Department; does related work as required. Assists the City Manager in the performance of his/her responsibilities. Does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class is responsible for the overall operation of the Police Department. Direct supervision is provided to Police Sergeants and the Administrative Secretary. Indirect supervision is provided to all other department personnel. Work is conducted under the direction of the City Manager.

Under the general direction of the City Manager, the Assistant City Manager position is responsible for coordination of all activities where the City is involved in planning and public improvements. The position requires the ability to establish and maintain positive, effective working relationships with departmental staff, other City departments, the public, regulatory agencies, advisory boards and Citizen groups. Must be able to lead, influence and resolve conflict. The incumbent is required to solve broadly defined highly complex problems with multiple dimensions and conflicting objectives in a highly visible public setting. Work is performed in an office environment with frequent requirement for extended hours. Supervision is provided to professional and clerical support staff.

EXAMPLES OF WORK: (Illustrative only. Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed.)

1. Plans and develops law enforcement programs and activities based upon analysis of City growth trends and crime patterns and related economic, legislative and judicial influences.
2. Prepares, manages and monitors department budgets.
3. With input from Police staff, establishes departmental goals and objectives and reviews progress.
4. Directs preparation of special studies of crime and public safety problems, reviews results and orders implementation of approved recommendations.
5. Establishes or assigns development of departmental rules, regulations, policies and procedures; ensures adherence to disseminated guidelines and requirements.
6. Initiates or approves requisitions/orders for budgeted supplies, materials and equipment.

POLICE CHIEF / ASSISTANT CITY MANAGER

7. Establishes and maintains effective working relationships with other public safety agencies, City departments, special interest groups and the general public.
8. Determines the adequacy of investigative reports and case preparation and directs any necessary changes or supplemental work.
9. Oversees internal investigations of alleged police employee misconduct and makes final determination.
10. Represents the Police Department in City staff meetings and makes presentations on law enforcement issues to community groups.
11. Assigns, supervises and evaluates the work of subordinates; hears grievances and administers disciplinary action; interviews employment candidates, and effectively recommends hiring and termination.
12. Assumes command of extraordinary crime scenes and field situations.
13. Provides assistance as directed by the City Manager.
14. Recommends programs and techniques to improve the effectiveness of the City and its services.
15. Provides information for the Public, the media, and other agencies.
16. Assists City Manager in intergovernmental relations, budget preparation, and labor relations.
17. Communicates on behalf of the City Manager directly with City Council and department heads, as needed.
18. Performs other related activities as required.

DESIRABLE QUALIFICATIONS:

KNOWLEDGE OF: Thorough knowledge of police practices and procedures; investigative methods and techniques; City geography and street layout; firearm use and safety precautions. Considerable knowledge of federal, state and local criminal laws and related court decisions; principles of supervision and personnel practices; overall criminal justice system. Some knowledge of municipal organization and budgetary requirements.

The position requires a thorough knowledge of City, state and federal laws and regulations pertaining to the area of responsibility; community involvement and public review processes and practices; fiscal management, including budget preparation and

POLICE CHIEF / ASSISTANT CITY MANAGER

expenditure control; management and supervisory practices and principles; and working knowledge of the operations of the subordinate functions of community development and economic development operations.

ABILITY TO: Plan, schedule, assign and direct the work of others; communicate effectively both verbally and in writing; establish and maintain effective working relationships with employees, other City departments, outside law enforcement agencies, special interest groups and the general public; maintain composure and good judgment in emergency and high stress situations; engage in rigorous physical activity; learn, remember and apply relevant laws, ordinances and court interpretations.

Incumbent must be able to establish and maintain effective working relationships with senior City management, employees, City Councilors, other agencies and the general public; effectively communicate both orally and in writing with individuals and groups regarding complex or sensitive issues; develop operational goals; oversee and evaluate the work of subordinates; analyze and evaluate city and departmental operations; and develop and implement plans to increase or improve efficiency.

SKILL IN: Safe, effective use of firearms; self-defense; application of basic first aid; defensive driving.

EXPERIENCE AND TRAINING: A Bachelor's degree with a major in police science, public administration or related field and six years of progressively responsible law enforcement experience, including supervisory responsibilities; or any equivalent combination of experience and training which demonstrates the knowledge, skills and abilities to perform the above described duties.

A Bachelor's degree in planning, resource management, public administration or related field, preferably supplemented by a Master's Degree; and five to seven years of generalist municipal work experience at supervisory or department head level; or any equivalent combination of experience and training which demonstrate the knowledge, skills and abilities to perform the above described duties.

NECESSARY SPECIAL REQUIREMENTS: Possession of or ability to obtain a valid driver's license; safe driving record; BPST Advanced Certificate or ability to obtain one within one year.