



AGENDA

ASTORIA CITY COUNCIL

October 6, 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. PROCLAMATIONS/PRESENTATIONS**
 - (a) Domestic Violence Awareness Month
 - (b) Dr. Lawrence Galizio regarding Clatsop Community College Bond Measure
 - (c) Heritage Square EPA Grant Update
- 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 9/2/14
 - (b) Fiscal Year 2014-15 Dispatch Service Agreements (Police)
- 7. REGULAR AGENDA ITEMS**
 - (a) Ordinance regarding Development of Code Language and Corresponding Map Amendments to Implement the Civic Greenway (16th to 41st) Area of the Riverfront Vision Plan (adoption) (Community Development)
 - (b) Ordinance Vacating 19th Street and Franklin Avenue Rights-of-Way (2nd reading & adoption) (Public Works)
 - (c) Bear Creek Dam Seismic Study Phase 2 (Public Works)
 - (d) Oregon Department of Transportation Cooperative Improvement Agreement for Crosswalks and Downtown Street Signs (Public Works)
 - (e) CSO Rate Resolution (Finance)
 - (f) Water Rate Resolution (Finance)
- 8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

RECESS TO EXECUTIVE SESSION

- 9. EXECUTIVE SESSION**
 - (a) ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents

RECONVENE TO REGULAR SESSION

10. REGULAR AGENDA ITEMS

- (a) Police Department Sergeants' Pay (City Manager/Police)

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

Founded 1811 • Incorporated 1856

October 2, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF OCTOBER 6, 2014

PROCLAMATIONS/PRESENTATIONS

Item 5(a): Domestic Violence Awareness Month

The Mayor will proclaim October 2014 as Domestic Violence Awareness Month.

Item 5(b): Dr. Lawrence Galizio regarding Clatsop Community College Bond Measure

Dr. Lawrence Galizio, President of Clatsop Community College, will give a PowerPoint presentation regarding the Patriot Hall Redevelopment Project bond measure.

Item 5(c): Heritage Square EPA Grant Update

Carrie Rackey, Senior Environmental Scientist from AMEC Environment & Infrastructure, will be presenting on the current status of the EPA Grant funded Heritage Square Site Assessment and Remediation Project. AMEC has just completed the Phase 2 Environmental Site Assessment and Carrie will be describing the cleanup strategy that has been developed for the project.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of September 2, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Fiscal Year 2014-15 Dispatch Service Agreements (Police)

The subscribers for Police and Fire emergency communications services have completed their annual agreements with the City. It is recommended that the City Council consider approval of these Service Agreements.

REGULAR AGENDA ITEMS

Item 7(a): Ordinance regarding Development of Code Language and Corresponding Map Amendments to Implement the Civic Greenway (16th to 41st) Area of the Riverfront Vision Plan (adoption) (Community Development)

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Port/Smith Point to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 41st Street), and Neighborhood Greenway (41st Street to east end of Alderbrook Lagoon). City Council accepted the Riverfront Vision Plan in December 2009. Since that time, the City Council has set goals regarding implementation of the Riverfront Vision Plan. Implementation of recommendations from the Riverfront Vision Plan in the Civic Greenway Plan Area will take the form of both map amendments and code amendments.

Proposed map amendments will include: 1) extend the Gateway Overlay (GO) Zone to cover the Civic Greenway Plan Area; and 2) apply the new Civic Greenway Overlay (CGO) Zone to the Civic Greenway Plan Area.

Proposed text/code amendments will include: 1) add a new Compact Residential (CR) Zone to allow for smaller cottage cluster development; 2) add a new Civic Greenway Overlay Zone to address the standards for over-water and land development and river access requirements; 3) add new provisions for Cottage Cluster Development for compact residential development; 4) add new "clear and objective" design standards for residential uses in the Gateway Overlay Zone and Civic Greenway Area; and 5) make "housekeeping" amendments related to the new CR Zone and CGO Zone.

The Planning Commission held a public hearing at the May 27, 2014 and June 24, 2014 APC meetings. At its July 22, 2014 meeting, the Astoria Planning Commission unanimously recommended that the City Council adopt the proposed amendments. A public hearing on the Amendment was held at the August 18, 2014 City Council meeting. The Council closed the public hearing and held a first reading of the text and map amendment ordinance. As noted in the August 25, 2014 memo, the City Attorney advised that since the Council had made several substantial changes to the ordinance as presented, that a new first hearing needed to be held. The Council held the additional first reading of the ordinance at their September 2, 2014 meeting.

At the September 2, 2014 meeting, the Council directed staff to exclude coal, oil, and liquefied natural gas from the list of allowable over-water uses. In

developing the proposed language, it was recommended that the terms “fossil fuel and petroleum product” be used to encompass all forms of these products so that it is clear what is being prohibited. At the September 15, 2014 meeting, the Council directed staff to include language to also not allow variances from the building height for the overwater area greater than 500’ from shore. The Council held a second reading by title and with the amended language read in full. The City Attorney advised that adoption of the ordinance would need to wait 12 days. If the Council is in agreement, it would be in order for Council to adopt the Ordinance as amended to amend the Astoria Development Code Pertaining to the Civic Greenway Area issues, and amend the Astoria Land Use and Zoning Map to apply the Civic Greenway and Gateway Overlay Zones.

Item 7(b): Ordinance Vacate a Portion of the 19th Street & Franklin Avenue Rights-Of-Way (Public Works)

The City has received a request from the Astoria School District (ASD) for the vacation of 57,600 square feet of the 19th Street and Franklin Avenue rights-of-way located within John Warren Field. The School District will be transferring ownership of the property to Columbia Memorial Hospital (CMH) in the near future for the expansion of the hospital. Staff has reviewed the application and is in support of ASD’s request, with the following conditions:

- Existing utilities would no longer be maintained by the City and would become the property of the ASD.
- The Alley on the 19th Street South boundary shall not be vacated.

Due to the public benefit that will be provided by the vacation, staff is recommending that an assessment be waived for this proposal. The applicant will be charged actual costs for processing the request. At their September 19, 2014, meeting, the City Council conducted the public hearing and first reading of the ordinance of vacation. It is recommended that Council conduct the second reading and adopt the ordinance to vacate a portion of the 19th Street and Franklin Avenue rights of way.

Item 7(c): Bear Creek Dam Seismic Study Phase 2 (Public Works)

The City of Astoria’s Bear Creek Dam is a 90-foot high concrete gravity dam built in 1912 and raised in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to the dam’s proximity to human population areas downstream. The classification is not a result of the dam’s age or condition, but the age and current condition does affect the possibility of failure during a significant seismic event.

The OWRD has determined that the City should initiate a seismic failure analysis. A previous study completed in 1993 did not include enough detail to determine the actual risk of failure as a result of a Cascadia Subduction Zone earthquake. Staff has been working with the State Dam Safety Engineer to develop a strategy to move forward. The first step was to hire a consultant to determine if the dam is at risk, and if so, what steps to take to reduce the risk of

damage and potential failure at the time of a significant seismic event. On September 24, 2013, Council approved the following approach to the dam investigation:

- Phase 1 – Site Investigation (Complete)
- Phase 2 – Seismic Failure Analysis (Current Proposal)
- Phase 3 – Develop Design Recommendations (Future phase if needed)

At the September 24, 2013 Council also authorized a contract with Cornforth Consultants for the Phase 1 study. This work was completed in March of 2014. The investigation found that ground conditions at the site were better than the 1993 study assumed. With Phase 1 complete, it is now time to start Phase 2. The Cornforth's quote for this phase is \$147,000 and has been budgeted in the Public Works Improvement Fund. The OWRD has awarded a \$32,000 grant has indicated that an additional \$20,000 in grant funding will be available. The estimated City contribution is estimated to be \$95,000. Staff will bring the second grant agreement f to Council in October when it is received. It is recommended that City Council execute a contract with Cornforth Consultants for a total not to exceed amount of \$147,000, for geotechnical and structural engineering services on Phase 2 of the Bear Creek Dam Seismic Analysis Project. It is also recommended that Council accept the Oregon Water Resources Department grant for \$32,000.

Item 7(d): Oregon Department of Transportation Cooperative Improvement Agreement for Crosswalks & Downtown Street Signs (Public Works)

Crosswalks

As an effort to improve pedestrian safety on Marine Drive and Commercial Street, the City requested that the Oregon Department of Transportation (ODOT) replace worn out crosswalks at various locations with new continental crosswalks. ODOT determined that the crosswalks that were no longer being maintained by ODOT were not approved by the State Traffic/Roadway Engineer. Staff then requested and the State Traffic Engineer approved the crosswalk locations so that the crosswalks could be reinstalled.

Street Name Signs

The Astoria Downtown Historic District Association (ADHDA) requested that the City replace existing street name signs within the Downtown National Register Historic District with historic street name signs. Engineering staff worked with ADHDA on design concepts for the new signs. In February, City Manager Brett Estes presented City Council with two options, the only difference being variations of the City logo.

ODOT has prepared a Cooperative Improvement Agreement for City approval that will provide \$38,000 in grant funds for crosswalk improvements and \$10,000 in District funds to pay for sign improvements. ODOT anticipates beginning crosswalk improvements the week of October 6th, pending favorable weather conditions. The street signs may take some time to complete design, manufacture and install. Staff estimates City costs for the signs place on City

streets to be approximately \$12,000 and will be paid for through the Streets Fund. It is recommended that Council approve a sign option and authorize the attached Cooperative Improvement Agreement with ODOT to allow placement of both crosswalk improvements and street name signs within the designated area using both grant funding and ODOT district funds.

Item 7(e): CSO Rate Resolution (Finance)

The Budget Message

The FY 2014-15 Budget Message calculation made a mistake by using the bi-monthly basic charge of \$39.11 instead of \$19.56 as the monthly basic charge for this calculation. City staff has made a second adjustment to the CSO projection by changing the estimated amortization term from 20 years to 25 years for the loans that have not yet been closed. The result is that a 9% CSO rate adjustment for FY 2014-15 would result in an average annual increase would be \$47.18 instead of \$66.96.

CSO Financing

There is a debt service payment every year. The CSO surcharge needs to be adequate to meet the debt service requirement. Increases generally have occurred each year so that the increases are averaged out over time. A significant increase in any given year needs to be avoided. The surcharge for FY 2013-14 has been 77% of the sewer bill. Staff is recommending a 9% increase for 2014-15. The CSO surcharge rate would go to 86%. The annual bill impact is described above.

Subsidize the CSO Rate Increase with Timber Sale Resources

Staff has run an analysis for FY 2014-15 to reduce the CSO surcharge proceeds by \$100,000 and budget a transfer of \$100,000 from the Capital Improvement Fund to the CSO Debt Service Fund. This results in a reduction of the CSO surcharge rate increase to 3% (from 77% to 80%) with an annual bill increase of \$15.71 for FY 2014-15.

Issues Related to Using Timber Sale Revenues as a Subsidy for CSO Rates

There are four issues that come up with the notion of using timber sale proceeds to subsidize the CSO surcharge rate: 1- While reducing the amount paid by rate payers for one year, a one year subsidy makes little impact on the overall projection of future CSO surcharge debt. An annual subsidy may not be sustainable addressed as follows. 2- The watershed timber sales for FY 2014-15 are not necessarily typical of the revenues from these sales. The City received a higher than market bid for the timber cut. There is no guarantee that this level of revenue from future sales will occur. 3- The current timber cut is scheduled to be in the range of 1% to 1.5% of timber available. If this were increased to 3%, the impact on the watershed could severely impact on the quality of the City's water supply; 4- The Capital Improvement Fund resources have typically been used for the capital needs of the City's general services. The Capital Improvement Fund has limited resources to meet these needs.

The Capital Improvement Fund has been used to fund major City construction projects and / or other capital intensive needs, such as vehicles. There are several capital intensive projects included in this year's City Council goals. Additionally, there are other items that have been discussed by City Council or have been identified as future needs by staff. There are a variety of uses described in the attached memo.

A resolution implementing the 9% CSO rate increase included in the FY 2014-15 budget is attached to this memorandum for Council's consideration. It is recommended that City Council provide direction as to implementation of the CSO rate increase included in the FY 2014-15 budget.

Item 7(f): Water Rate Resolution (Finance)

Enclosed with this agenda packet is a resolution that sets the water rates for FY 2014-15. It indicates that the consumption charge is \$3.59 per 1,000 gallons of consumption. This charge, along with the demand charge, is the same as the previous fiscal year. There is no change in the water rates. The purpose of providing this resolution is to provide continuity with the rates charged from year to year. It is recommended that Council consider approving this resolution.

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents

The City Council will recess to executive session to discuss employment of public officers, employees and agents.

RECONVENE TO REGULAR SESSION

REGULAR AGENDA ITEMS

Item 10(a) Police Department Sergeants' Pay (City Manager/Police)

The Police Department has been unable to fill a vacancy for Police Sergeant. The stated reason for this from potential applicants is wages and non-salary related benefits. The difference between top step pay for Officers and top step pay for Sergeants has declined to the point where the difference given total compensation is not sufficient to recruit qualified candidates.



PROCLAMATION

WHEREAS, domestic violence impacts the health and well-being of our community; and

WHEREAS, one in four women and one in thirteen men will experience domestic violence in their lifetimes; and

WHEREAS, exposure to domestic violence places victims in our community in danger of long-term physical, psychological, and emotional harm, and in some instances, domestic violence has resulted in the victim's death; and

WHEREAS, children who witness domestic violence are likely to suffer emotional harm; and

WHEREAS, the City of Astoria is committed to reducing violence in homes and on the streets of Astoria; and

WHEREAS, the City of Astoria encourages every citizen to play a role in preventing and ending domestic violence.

NOW, THEREFORE, I, Willis Van Dusen, Mayor of the City of Astoria, proclaim October 2014 to be

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Astoria. I urge all Astoria residents to work together to eliminate domestic violence in our town and to become aware of the resources and programs available to domestic violence victims.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 4th day of October, 2014.



Mayor

Patriot Hall Redevelopment Project



**Clatsop
Community
College**

What Will a Redeveloped Patriot Hall Look Like?

Meet The Architects SEE THE PLANS for Patriot Hall Redevelopment

Ask Questions • Share Comments

Thursday

October 9, 6:00 - 7:30pm

Astoria • Columbia Hall 219

1651 Lexington Ave.

Wednesday

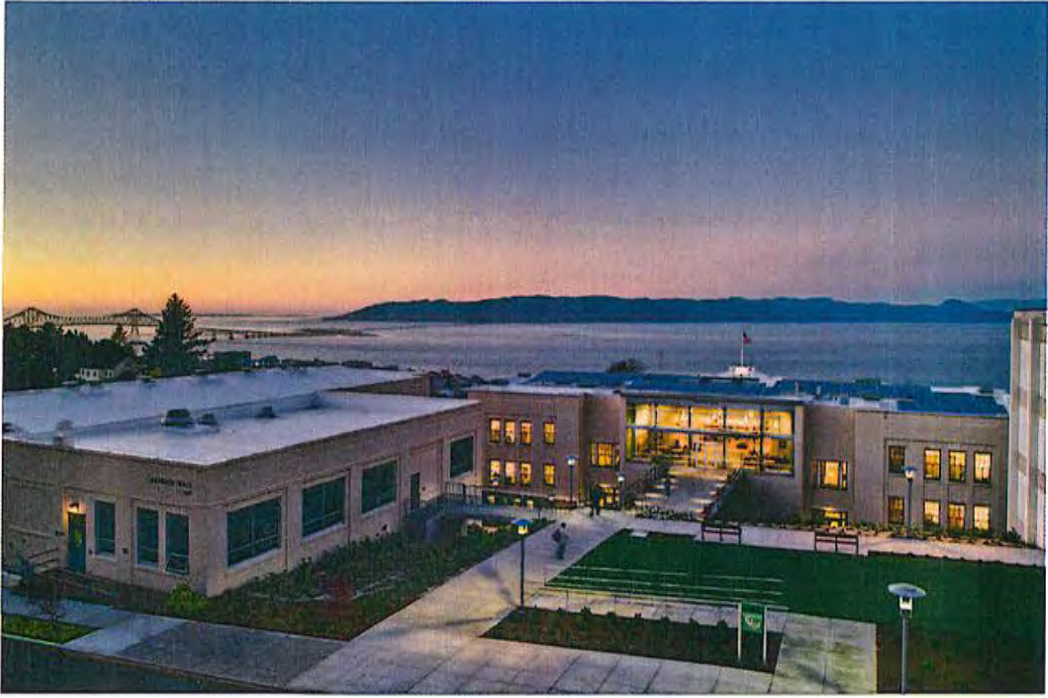
October 15, 6:00 - 7:30pm

Seaside • South County Center

1455 N. Roosevelt



Clatsop Community College is an affirmative action, equal opportunity institution. ADA Accessible.





CITY OF ASTORIA
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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 pm.

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

Councilors Excused: None

Staff Present: City Manager Pro Tem Estes, Police Chief Curzon, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Planner Johnson, Library Director Tucker, Public Works Director Cook, City Engineer Harrington and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Herzig reported that last week, Congresswoman Suzanne Bonamici was in Astoria to talk about climate studies, homelessness, Veteran's issues, student debt, and legalizing industrial hemp in Oregon. Oregon currently imports its hemp because it is not legal to grow it. On Saturday, September 6, 2014, at 7:00 pm at the Judge Boynton Building, the Lower Columbia Diversity Project (LCDP) and Oregon Humanities Conversation Project will host a free event with Walidah Imarisha, who will talk about why there are so few African Americans in Oregon. He set flyers about the event on the table, noting the presentation will open one's eyes to Oregon's history with racism.

Item 3(b): Councilor LaMear reported that she participated in the Citizens Helping Improve Parks (CHIP-in) program on Saturday, August 30, 2014 on the Riverwalk. Volunteers picked up litter and pruned bushes, working for about three hours. There is still a lot of work that needs to be done. The CHIP-in program is a wonderful program. She believed Director Cosby and Janice Galizio have done a great job bringing the program to the community. Many people from the local community and around the state participated. She also attended the retirement reception for Planner Rosemary Johnson. Planner Johnson will be missed, but she can never be replaced. She appreciated everything Planner Johnson has done for the city.

Mayor Van Dusen confirmed that Planner Johnson has been with the City for 35 years. He congratulated Planner Johnson and called for a round of applause, noting that Planner Johnson would continue to assist the City.

Item 3(c): Councilor Warr reported that he also attended Planner Johnson's retirement party. He said prior to the party, Planner Johnson was worried no one would attend and the food would go to waste. However, the party was standing room only.

Item 3(d): Councilor Mellin reported that she assisted with the Riverwalk cleanup. She took photographs of the CHIP-in truck that carries the tools needed to do the clean up work. She noted Phil Elkins and Mark Montgomery volunteer at every CHIP-in event even though they are on their day off. About 50 people participated including parents with children who wanted to show the children the importance of volunteer work. All of the participants received a t-shirt, which she displayed, that was sponsored by the Parks Department, Columbia River Keepers, the trolley, Craft 3, Northcoast Watershed, Arbor Care, Astoria Vintage Hardware, Crest, Ginos, and the Astoria Co-op. She learned how to cut ivy from a tree, and also cleared Scotch broom and some of the blackberries. It was hot that day and volunteers worked from 9:00 am to 12:00 pm. While they worked near the Hanthorn Cannery, she was reminded of Astoria's old motto, "work is our joy" because it was a very joyous day. The trolley was packed with tourists and CHIP-in volunteers. The tourists were impressed with the fact that there were so many volunteers and so many volunteer children. She encouraged everyone to participate in the CHIP-in program. The next CHIP-in event will be on September 14, 2014 at the Violet LaPlante Park in Alderbrook.

Item 3(e): Mayor Van Dusen reported that the police department has done an excellent job with traffic control. The traffic in Astoria has been the worst he has ever seen. He commended the department and Chief

Curzon. Pedestrian safety is a priority for the City. Information about the pedestrian safety stings has been posted on Facebook. He asked citizens to always be aware of the crosswalks in Astoria.

CHANGES TO AGENDA:

Mayor Van Dusen requested the addition of Regular Agenda Item 8(k): Utility Assistance Program. City Council approved the agenda as amended.

PRESENTATIONS:

Item 5(a): Bob Johnson 25 Year Service Pin (Fire)

Mayor Van Dusen announced that Bob Johnson has been a firefighter in Astoria for 25 years. He has been very active in the community, serving as chairman of the school district and as a volunteer for the Scandinavian Festival.

Chief Ames said that while he has not had the privilege of working with Mr. Johnson for the entire 25 years, he has been the recipient of Mr. Johnson's unbelievable education and ability to teach for a long time. Mr. Johnson is also a paramedic. Working for and serving with Mr. Johnson over the last year and a half has been an honor and a privilege.

Mayor Van Dusen said Mr. Johnson helped train and instruct his crews. He added that Mr. Johnson was seriously injured in a fire and went through a lot of rehabilitation. Mr. Johnson has responded to fires outside of Astoria and the county, so the entire community is fortunate to have him. He called for a round of applause and presented Mr. Johnson with his 25-year pin.

Bob Johnson introduced his wife of 25 years, Tara. He shared that he had worked on the Elmore Cannery Fire in 1993, when the fire department had the Harry Steinbock Fire Boat. He was assigned to the boat even though he did not know much about it, as it was new to the department at that time. No one was hurt, but he learned a lot about how to operate a fire boat.

Mayor Van Dusen added that the fire boat was important at that fire, which was filmed by Denny Thompson from the hill. He congratulated and thanked Mr. Johnson.

Item 5(b): GIS Mapping Update (Public Works)

Over the past few years, the City of Astoria has been upgrading the Geographical Information System (GIS). This effort has proven to be a larger task than originally anticipated. The GIS is designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data. The Public Works Department uses the system for tracking the location and features of the City's infrastructure.

Staff has contacted other communities that were currently doing the same work to find ideas that may help with the effort. One tool other cities find helpful is ground LiDAR (Light Detection and Ranging). LiDAR is a remote sensing method used to examine the surface of the Earth. A Power Point presentation will be provided at the City Council meeting to demonstrate the project. With LiDAR equipment street surface features such as water meters, manhole lids and catch basins can be mapped. With this information, discrepancies in the maps can be compiled, verified, and corrected. The software will be used by staff to perform field investigations from their office computer saving time and effort. Other benefits include a reduction in consultant time when assisting the City with infrastructure projects and in development review research by City staff.

The overall scanning effort is expected to take one day. Scanning would begin downtown and then proceed to residential areas during the hours of 7:00 a.m. to 4:00 p.m. on Tuesday, September 9, 2014. The proposed work includes the following items:

- Item 1 - Field Scanning (\$5,000)**
- Item 2 - Data Processing (\$1,200)**
- Item 3 - Software (\$5,000)**
- Item 4 - Training (\$600)**
- Item 5 - Expenses (less than \$1,200)**

It is recommended that City Council authorize the City Manager Pro Tern to execute a goods and services contracts with The PPI Group for individual items that will total up to an amount not to exceed \$13,000 for the GIS Ground LiDAR Project.

Engineer Harrington explained how the City uses GIS mapping tools, noting that utility mapping is one of the more important aspects of the system. The old system utilized paper and the paper maps are being converted into an electronic system, which is a large and daunting task. Inaccuracies between aerial photographs and maps must be reconciled. He updated the Council on the GIS Mapping project via Power Point with these key comments:

- The City has created two separate systems, one for the public to access through the City's website and one for City Staff.
 - The public system includes information like county parcel data, zoning information, tsunami mapping, and other information the City believes would be useful to the public.
 - The in-house system is so big that it would not run on the application used for the public system. The City shares the information on this system with the public.
- The large volume of information and high number of inaccuracies has made completion of this conversion project difficult. Current methods of reconciling the discrepancies are inefficient and take up a lot of Staff time. Hiring a surveyor would be expensive.
 - After considering several options, Staff has chosen 3D Mobile LiDAR Scanning as a solution to this issue. This involves a vehicle that will drive around town, scanning images of the streets, allowing Staff to take measurements from the images.
- Field work has been scheduled for September 9, 2014. He apologized for the short notice, noting that the company hired to do the work is in the process of selling its LiDAR equipment, which has allowed the City to get the work done at a promotional rate.
 - The Public Works Department is asking the public to try to avoid parking in the street on September 9th as much as possible because clear views of the streets and sidewalks will allow the scanner to pick up more features. Any features hidden in the images will have to be manually mapped and measured with a GPS unit. Mapping will begin downtown and proceed from north to south in one-hour increments.
 - He showed a photograph of the vehicle that would be used, noting that some citizens have expressed concern with the camera and laser scanners attached to the vehicle. He assured there is no potential for eye damage if one happens to look directly at the camera or laser scanners.
 - He showed examples of the types of images the vehicle will take, noting that the City is particularly interested in mapping the utilities in the public rights-of-way.
- Staff chose this method of scanning because it is accurate, data collection speed is good, the cost is very reasonable, other City departments will benefit from use of the software, and Staff time will be reduced.
 - Equipment rental costs \$5,000, processing data and Staff training costs \$3,000, and the software costs \$5,000. None of these expenses exceed the City Manager's authorization limit. However, the aggregate expenses do. Therefore, Staff wanted City Council to be aware of the expenditure.
 - The City of Astoria will own the information collected. The data will be stored on a hard drive and the City can sell the information.

Councilor Herzig noted the Department of Geology and Mineral Industries (DOGAMI) did a LiDAR scan of the entire coast in Astoria. He confirmed with Engineer Harrington that this information did not include the specific data that the City needs. Engineer Harrington explained that DOGAMI scanned from satellite and airplane ranges. The City does use DOGAMI's data to generate contour data within its GIS system. However, the City would be collecting planning level data, not design level data. Although, when the City has a project, designers can use the information for preliminary planning for field topography, which is necessary for locating utilities.

Councilor Herzig was concerned about the collection of personal information about properties and vehicles, adding he assumed this information would not be sold. Engineer Harrington confirmed that personal information would not be sold and could not be obtained by looking at the images]. He recommended the information not be sold, especially as the information ages and becomes inaccurate. However, the City does own the information and selling it is a possibility.

City Manager Pro Tem Estes explained that the total price for the project is \$13,000, which would be funded from the Public Works Improvement Fund. The current budget accommodates this expense for GIS services.

Councilor LaMear believed this project was good idea as it made sense to allow Staff to take measurements from their desks.

Mayor Van Dusen noted that bad information is expensive for the City. This project will help the City obtain more accurate bids from contractors. He believed there was a lot of economic value to the project.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to authorize the City Manager Pro Tem to execute a goods and services contract with The PPI Group for individual items that will total up to an amount not to exceed \$13,000 for the GIS Ground LiDAR Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

PROCLAMATIONS:

Item 6(a): Constitution Week

Mayor Van Dusen read the proclamation declaring September 17 – 23, 2014 as Constitution Week.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 7 (a) City Council Minutes of 8/4/14
- 7 (b) Boards and Commission Minutes
 - (1) Planning Commission Meeting of 7/22/14
 - (2) Traffic Safety Committee Meeting of 7/22/14
- 7 (c) Community Development Department Status Report
- 7 (d) Authorization to Apply for Ready to Read Grant for 2014-2015 (Library)
- 7 (e) Approve Oregon Department of Transportation (ODOT) Letter of Understanding for OR202 Sidewalk Project (Public Works)**
- 7 (f) Building Code Services Contract for Fiscal Year 2014-2015 (Community Development)

Councilor Herzig requested Item 7(e) be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Items 7(a), (b), (c), (d), and (f) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 7(e): Approve Oregon Department of Transportation (ODOT) Letter of Understanding for OR202 Sidewalk Project (Public Works)

Councilor Herzig briefly described the sidewalk project, which would install a sidewalk on the south slope, along the north side of Hanover Street to the high school. He was concerned that this project would involve cutting into some landslide areas and asked if it were possible to install the sidewalk on the south side of the street. He understood this would make it necessary to install a crosswalk as well. Director Cook said the project would include extensive geotechnical engineering. Staff believes a crosswalk would create a larger hazard.

Councilor Herzig agreed. He added that more apartments are being built on the south side, so the City would have to solve this problem eventually. Residents must be able to cross the street safely. This project will cost over \$2 million, but the City will only be required to pay 10 percent. He wanted to make sure the City is carefully thinking this project through. Getting residents on the south side across the street safely is part of the Transportation System Plan (TSP). Director Cook said the City would be working with ODOT.

Mayor Van Dusen believed a sidewalk on the south side by the bay would require pedestrians to cross the highway twice. Councilor Herzig said yes, but this is not a good solution.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Item 7(e) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

REGULAR AGENDA ITEMS

Item 8(a): Ordinance regarding Development of Code Language and Corresponding Map Amendments to Implement the Civic Greenway (16th to 41st) Area of the Riverfront Vision Plan (1st Reading) (Community Development)

At its August 18, 2014 meeting, the City Council held a public hearing on the Amendment to implement the Riverfront Vision Plan in the Civic Greenway Area between 16th and 41st Streets. The Port requested that the City consider adding language to the draft ordinance to establish a process for adoption of an East Basin Plan District to allow flexibility in the proposed Codes for the area between 35th and 41st Street for the East End Mooring Basin. In addition, at the meeting, staff proposed language to address potential non-conformity of the existing over-water buildings and uses within the Civic Greenway Area. Staff also clarified that a variance from height would not be allowed within 500' of the shore in the Port area. The Council closed the public hearing and made several changes to the draft ordinance as presented. Council agreed that the Plan District area should be included for the land and water area between 35th and 39th Street, and the water area between 39th and 41st Street. At the Council's direction staff also eliminated "eating and drinking establishments" as allowable use over-water. With the addition of the East Basin Plan District, revised findings of fact were developed as noted in the Council memo on this matter.

The Council closed the public hearing and held a first reading of the ordinance by title only. The associated map amendment for the Compact Residential rezone did not have a first reading at the last Council meeting. After the meeting, the City Attorney advised staff that since there were a number of changes to the proposed text of the ordinance, that the changes would have had to be read in full and not just by title, or that the City Council would need to conduct a new first reading after the revised draft was available to the public as required by City Charter Section 8.2 concerning ordinance adoption by Council. Since that meeting, the revised draft has been available at City Hall and was included in the City Council packet. Therefore, it would be in order for the Council to hold another first reading of the ordinance by title only. It is recommended that the Council consider adoption of the ordinance as amended. If the Council were in agreement with the recommendation of the Planning Commission as amended by City Council, it would be in order for Council to hold a first reading of the Ordinance to amend the Astoria Development Code Pertaining to the Civic Greenway Area issues.

City Manager Pro Tem Estes explained that necessary changes have been made to the draft ordinance since the agenda packet and memo were published.

Planner Johnson outlined the recent changes as follows:

- Council determined that no variances would be granted for the height above bank line throughout the entire Civic Greenway Area. This was inadvertently placed in the wrong section on Pages 12 and 13 of the Code, Section 14.055 Standards for Overwater Development.
 - Section A.1 concerning Height now accurately reads "No variance may be granted for an exception to the site limitation including the area within 500 feet of the shoreline between 35th and 41st Streets." The reference to "no variance" should be removed from Section 14.055.A.2.a on the next page.
- At the last meeting, City Council agreed to include language to allow the reconstruction of an existing non-conforming building over water in the Civic Greenway Area and to allow the existing non-conforming uses to be reestablished should the buildings be destroyed. An entire section of Code was added to implement this policy.
 - Page 49, Section 3.190.F of the ordinance was clarified that "unintentional destruction" means a building was not intentionally demolished or destroyed by its owner or the owner's agent.
 - Page 49, Section 3.190.F.5, states that substantial construction of the building shall begin within two years of the date of destruction. Substantial construction is defined in the Code. However, the City does not intend to limit the reconstruction of a project to a point where the two year time limit could not be met due to delaying issues such as apending insurance claim. Therefore, the following sentence has been added, "Unless an extension has been granted in accordance with Section 9.100."
 - Section 9.100 refers to extension of permits. To accommodate extensions to the two-year time limit, the Code has been amended to say that permit extensions, as identified in Article 9, includes those granted for time limits applicable to the nonconforming buildings and/or nonconforming uses located over the water between 16th and 41st Streets, as described in Sections 3.180.D and 3.190.F. One year extensions may be granted in accordance with the requirements of the section.

- Planner Johnson explained the permit extension process, which allows any land use permit to get a one year extension if the property owner applies for the extension prior to expiration of the permit and meets certain criteria. Criteria includes delays due to economics or construction, progress made with geologic testing or engineering, and proof that work is proceeding. Permits are limited to three extensions.
- Section 3.180.D: Reestablishment of Existing Nonconforming Uses is the same as the exemption for the reconstruction of buildings. If the building is destroyed, and the use within that building is nonconforming, the use could be re-established through the proposed amendment which requires that reestablishment of the use shall occur within one year of the completion of construction. Completion of construction shall be determined by issuance of a temporary and/or final Certificate of Occupancy from the building official.
 - This is based on the existing nonconforming use section of the Code, which states that if a use ceases for one year, the nonconforming use cannot be reestablished.

Councilor Mellin believed giving property owners the option to rebuild made the ordinance more fair. She said she was satisfied with the changes in the language.

Planner Johnson confirmed the following for Councilor Herzig:

- City Council has the right to amend any ordinance at any time through the public review process.
- City Council could revisit a decision to adopt the Port's proposed development zone through the amendment process.
- Should Council choose not to adopt the Port's proposed development zone, the Port could still apply for exceptions to the regulations required within the Civic Greenway Overlay Zone through the land use process.

City Manager Pro Tem Estes explained that the proposed ordinance includes a process for the Port to submit a master plan and proposed text amendments to the zoning ordinance to be reviewed by the Planning Commission, and then City Council.

Councilor Herzig understood that if that portion of the proposed amendment were not adopted, the Port could still get special projects approved by City Council. Planner Johnson clarified that City Council would have to amend the Code to address any issues the Port's special projects may have.

Councilor Herzig said he wanted to make sure that even if the Port does not get the zoning they have requested, they can still bring projects to fruition through the Code amendment process. He noted that on Page 12 and 13, Section 14.055.A.1 under Maximum building height, it states that "No variance may be granted for an exception to this height limitation, including the area within 500 feet of the shoreline between 35th and 41st Streets. He suggested that City Council add that no variances to maximum building height be granted beyond the 500 feet of the shoreline within the Exception Zone. He did not believe anyone wanted anything built higher than 28 feet, even outside of the 500 feet from the shore.

Mayor Van Dusen understood the ordinance, as currently proposed, allows variances from the 28-foot height limit of buildings more than 500 feet from the shoreline. He confirmed no variance was allowed between the shoreline and 500 feet.

Councilor Herzig explained he wanted no variances from the 28-foot height limit to extend to include buildings beyond the 500 feet from shore.

Councilors Warr and Mellin believed the Code, as proposed, was fine.

Councilor Herzig believed the public has made it clear they did not want buildings higher than 28 feet, even if they are 500 feet from the shore. Allowing variances would allow the possibility of taller buildings.

Mayor Van Dusen said he did not hear any support for Councilor Herzig's suggestion.

Councilor Mellin believed City Council was ready to conduct the first reading of the ordinance.

Planner Johnson clarified for Councilor LaMear that the proposed Code states the entire Civic Greenway Area from 16th to 41st Streets limits the height of overwater buildings to the top of the bank. Between 35th and 41st Streets, which is the East End Mooring Basin, the bank height limit extends 500 feet from the shoreline out over

the water with no variance. Beyond 500 feet from the shore, the height limit is 28 feet and variances are allowed. She explained that Councilor Herzig is asking that variances from this 28-foot limit not be allowed.

Mayor Van Dusen said he was comfortable with the 28-foot limit because a variance request would be presented to City Council, who has the final authority. Planner Johnson clarified that the variance would initially be approved or denied by the Planning Commission, but their decision could be appealed to City Council.

Mayor Van Dusen added that if the variance is approved by the Planning Commission and the approval is not appealed, the process ends with the approved variance.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to conduct the first reading of the Ordinance to amend the Astoria Development Code Pertaining to the Civic Greenway Area issues. Motion carried 4 - 1. Ayes: Councilors LaMear, Warr, Mellin, and Mayor Van Dusen; Nays: Councilor Herzig.

Director Cook conducted the first reading of the ordinance to amend the Astoria Development Code pertaining to the Civic Greenway Area issues.

Item 8(b): Ordinance regarding Amendment Request (A14-03) by Nomadic Properties LLC on behalf of Cannery Loft Condominium Owners Association to the Land Use and Zoning Map to Rezone an Area from GI (General Industrial) to S-2A (Tourist Oriented Shoreland) (2nd Reading and Adoption) (Community Development)

This proposed ordinance received its first reading at the August 18, 2014 Council meeting. The area proposed to be rezoned is located on the north side of Abbey Lane east of 39th Street. It is two of three platted lots approved for development with three Cannery Loft Condominium buildings and is developed with two condominium buildings. The site was originally zoned S-1 (Marine Industrial Shoreland) but was rezoned to GI (General Industrial) in 1992 as the parcels were not feasible for shoreland activities. The current GI Zone limits the variety of commercial uses allowed and mainly focuses on general industrial uses, but does allow multi-family dwellings above the ground floor under a conditional use permit. The existing buildings are developed with multi-family dwellings above the first floor and with professional office, ministorage, and several vacant general industrial use units on the ground floor. A maximum of 20% of the ground floor may be developed with other than general industrial use. The property to the west of 39th Street (Hampton Inn & Suites) was changed from S-1 Zone (Marine Industrial Shoreland) to S-2A Zone (Tourist Oriented Shoreland) to allow for the development of the new hotel, which would support the East End Mooring Basin activities. The vacant property to the east was also recently rezoned from GI to S-2A Zone. The request to rezone the parcels at 3930 Abbey Lane and 3990 Abbey Lane to S-2A would continue with the tourist oriented shoreland possibilities while also allowing the multi-family dwellings. The requested zone change to S-2A would return the property to a waterfront zoning while allowing more flexibility in the range of commercial and tourist-oriented uses allowed. The City Council held a public hearing and first reading of the ordinance at the August 18, 2014 Council meeting. It is recommended that Council conduct a second reading and adopt the ordinance.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to conduct the second reading of the ordinance amending the Land Use and Zoning Map to rezone an area on the north side of Abbey Lane east of 39th Street from GI (General Industrial) to S-2A (Tourist Oriented Shoreland). Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Planner Johnson conducted the second reading of the ordinance amending the Land Use and Zoning Map to rezone an area on the north side of Abbey Lane east of 39th Street from GI (General Industrial) to S-2A (Tourist Oriented Shoreland).

Mayor Van Dusen reminded that the public hearing included discussion of the covered parking. He clarified that adoption of this ordinance would not result in any grandfathering in of parking, as far as the City is concerned.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor LaMear to adopt the ordinance amending the Land Use and Zoning Map to rezone an area on the north side of Abbey Lane east of 39th Street from GI (General Industrial) to S-2A (Tourist Oriented Shoreland). Motion carried 4 - 1. Ayes: Councilors LaMear, Warr, Mellin, and Mayor Van Dusen; Nays: Councilor Herzig.

Councilor Herzig confirmed for Mayor Van Dusen that he was not opposed to the ordinance at the last meeting. However, he heard from a friend of a Cannery Loft resident that Dr. Forcum is now the principle landlord of the vacant properties that are being rezoned. He believed it would have been more forthcoming for him to say this rezoning would greatly benefit his business, rather than just the condominiums. He believed this information should have been presented.

Item 8(c): Department of Land Conservation and Development (DLCD) Grant Request for Riverfront Vision Plan Implementation Phase 3 (Neighborhood Greenway) (Community Development)

The City was recently notified that there is funding available through the DLCD Coastal Management Technical Assistance Grants for the FY 2014-2015 grant cycle. Staff has prepared an application for a proposed Code Assistance Project for implementation of Phase 3 of the Astoria Riverfront Vision Plan. Phase 3 of the project would develop land use Codes and/or new zones for the Neighborhood Greenway Plan Area (41st to Tongue Point) of the Riverfront Vision Plan. The project would include intensive public involvement with work sessions before the Astoria Planning Commission. The final product would be a Code amendment and/or land use zoning map amendment to be presented to the Planning Commission and City Council for consideration of adoption. The development of Codes for Phase 3 could be mostly completed by staff with some additional assistance from a consultant such as Angelo Planning Group (APG). APG is currently working on the Phase 1 Civic Greenway Area and potentially on the Phase 2 Bridge Vista Area, should the City be given final grant approval by the Oregon Transportation Growth Management Program. The subject grant request requires a 1:1 match. The total requested DLCD grant is \$11,000, which would require an \$11,000 match from the City. The match would be met by current staffing and other in-kind activities for the project. It is recommended that Council authorize submittal of the grant request to the Department of Land Conservation and Development in the amount of \$11,000 for a Coastal Management Technical Assistance Grant.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to authorize submittal of the grant request to the Department of Land Conservation and Development in the amount of \$11,000 for a Coastal Management Technical Assistance Grant. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen. Nays: None.

Item 8(d): Management Agreement between The Friends of the Astoria Column and the City of Astoria (Parks)

The Astoria Column was constructed in 1926, is listed on the National Register of Historic Places, and is located in a wooded 30 acre city park on the highest point within the City of Astoria. Since 1988 The Friends of the Astoria Column, an Oregon non-profit corporation established to assist the City in preserving, improving and publicizing the Column and the Park, have diligently provided support and vision by raising and spending over \$3,000,000 in restoring the Column and the Park. Furthermore, the Friends of the Astoria Column have announced its willingness to assume responsibility for the day-to-day operation and maintenance of the Column and Park. This assumption of operation and maintenance is estimated to reduce the Parks and Recreation Department's operating expenses annually by \$25,000 and allow for greater care, maintenance, and improvement of the Park. During the July 7, 2014 City Council meeting, Jordan Schnitzer, Friends of the Astoria Column Board Chairman, presented an annual report to the City Council and reviewed the contents of the Management Agreement. Following this presentation, on July 23, 2014 the City of Astoria Parks Advisory Board reviewed and supported the Management Agreement. Due to the Friends of the Astoria Column's ability and long term commitment to the Astoria Column, the positive financial impact to the Parks and Recreation Department, and opportunity to allow for greater care, maintenance, and Park improvements, it is recommended that the City Council approve the management agreement.

Councilor Mellin said the Column looks great and the caretaker's cottage has been renovated.

Councilor Herzig said the gift shop was vandalized and broken into recently. He understood that a security system would be installed, noting that the agreement required the City to maintain ownership and liability for the site. Director Cosby said The Friends of the Astoria Column is gathering prices for a security system. The Friends will review the information at their next board meeting and decide if they want to incur the cost of having a security system installed. Typically, the City's insurance would cover the cost of any damage. However, the

damage sustained in this case cost less than the deductible. She confirmed that The Friends are operating and stocking the gift shop, but the City has the liability for damage and theft.

Councilor Herzig said he was okay with this as long as it is clear that two parties share the gift shop, while one party carries the insurance. He noted the agreement also requires Director Cosby and The Friends Executive Director to cooperate and coordinate on marketing. Recently, the Column held an art event that coincided with a studio tour. He hoped that in the future, there would be more openness about event planning so that other groups trying to plan events can avoid any conflicts with events at the Column. Director Cosby responded sure, and suggested a Special Event Application be filled out for any event planned to take place at the Column or any other city park. This would allow the event to be added to the Parks Department's event calendar, which is shared with the entire community.

Councilor Herzig understood that the Astoria Downtown Historic District Association (ADHDA), Chamber of Commerce, and a number of other organizations are always trying to coordinate dates that do result in a conflict. This is difficult because Astoria is a very happening town. He believed people were concerned that the Column could become like a theme park. It is nice that the City is generating more revenue with the gift shop, but the City does have some oversight of how much the Column is commercialized. Director Cosby said the City will not have control over what is sold in the gift shop, but vegetation removal or additions to the site would have to be approved by the City.

Councilor Herzig added that many issues must come before City Council for approval.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor LaMear to approve the management agreement between The Friends of the Astoria Column and the City of Astoria. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 8(e): Bowpicker Fish & Chips LLC Lease Agreement (Public Works)

The City has recently obtained ownership of the property between Marine Drive and Duane Street and 16th and 17th Streets. The property was formerly owned by the Columbia River Maritime Museum and has been used for Coast Guard Parking for the 17th Street Dock under an agreement between the City and the Museum. A portion of the property was also rented to the Bowpicker Fish & Chips business. The business was started in 2000. The Bowpicker was located there before the property was donated to the Museum. The Museum perpetuated the rental of the space to the Bowpicker owners, Ron and Linda Ford. Now that the City owns the property, a lease with the City of Astoria is needed for the business to remain on-site. The term of the proposed lease is 10 years. The rent will be \$6,000 per year and will be paid prior to or on the first day of July each year. It is recommended that City Council approve the Lease Agreement between the City and the Bowpicker Fish & Chips LLC.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to approve the Lease Agreement between the City and the Bowpicker Fish & Chips LLC. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 8(f): Resolution Scheduling Public Hearing for Proposed Vacation of 19th Street (Public Works)

The City has received a request from the Astoria School District (ASD) for the vacation of 57,600 square feet of the 19th Street and Franklin Avenue rights-of-way located within John Warren Field. The School District will be transferring ownership of the property to Columbia Memorial Hospital in the near future and would like to have the unimproved right-of-way within the field area included in the property transfer. The site will be used for expansion of the hospital. Staff has reviewed the application and is in support of ASD's request, with the following conditions:

- Existing utilities would no longer be maintained by the City and would become the property of the ASD.
- The alley on the 19th Street south boundary shall not be vacated.

The City has been working with Columbia Memorial Hospital, the Astoria School District, and Recology Western Oregon Waste on the improvements identified in the previously approved Four Party Agreement. The transfer of this property is identified in that Agreement and the proposed vacation furthers the intentions and goals of the

Agreement. Due to the public benefit that will be provided by the vacation, staff is recommending that an assessment be waived for this proposal; however, the applicant will be charged actual costs for processing the request. It is recommended that Council adopt a resolution of intent to hold a public hearing on September 15, 2014 to take public comment on the proposed vacation.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to adopt a resolution of intent to hold a public hearing on September 15, 2014 on the proposed vacation of 19th Street and Franklin Avenue rights-of-way. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 8(g): Liquor License Application by Banga Investments LLC, Adip Singh, dba Astoria Downtown Market at 1020 Commercial Street, Astoria for a Change of Ownership for an Off-Premises Sales License (Finance)

A Liquor License Application has been filed by Banga Investments LLC, Adip Singh, doing business as Astoria Downtown Market at 1020 Commercial Street, Astoria. The application is for a Change of Ownership for an Off-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Mayor Van Dusen declared that the company his family owns sells soft drinks to the market. However, he had no conflict of interest.

Councilor Herzig confirmed with City Manager Pro Tem Estes that the current owner holds a license for off-premises sales and that this is not an extension, only a change in ownership.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor Warr to approve the liquor license application by Banga Investments LLC, Adip Singh, doing business as Astoria Downtown Market at 1020 Commercial Street, for a Change of Ownership for an Off-Premises Sales License. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 8(h): Request to Light the Astoria Column Pink for the Month of October in Recognition of Breast Cancer Awareness Month (Parks)

On February 18, 2014 the Astoria City Council approved a policy to allow the Astoria Column to be colored (through up-lighting) up to two times per year. The approved policy states that lighting events must be in support of causes and must be approved by the City Council. In October 2013, an event was held at the Column to recognize Breast Cancer Awareness Month. It was organized by Columbia Memorial Hospital. The Column was colored pink in October for this event. In February 2014, a request was made by The Harbor (formerly the Women's Resource Center) and the Clatsop County Domestic Violence Council to light the Astoria Column teal for the month of April in recognition of Sexual Assault Awareness Month. This request was approved by the City Council at the same meeting the policy was established. Columbia Memorial Hospital is requesting permission to change the lighting color on the Astoria Column to a pink hue for the month of October 2014 in recognition of Breast Cancer Awareness Month. If approved, this request would be the second time this year where the Column would be lighted a special color for a cause. It is recommended that Council consider the request to light the Astoria Column a pink hue for the month of October in recognition of Breast Cancer Awareness Month.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to authorize the request to light the Astoria Column a pink hue for the month of October in recognition of Breast Cancer Awareness Month. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 8(i): Astoria City Service Fair (City Manager)

The City of Astoria will hold a Service Fair on Thursday, September 18, 2014, at the Astoria Aquatic Center parking lot from 4:00 p.m. to 7:00 p.m. This City-wide event will give citizens an opportunity to meet elected officials, employees, and volunteers; learn about the various departments; and express comments or concerns about the different aspects of City operations. Games, prizes, and food will be provided at no charge. In addition,

the City has been granted the use of off-street parking lots by Columbia Memorial Hospital, the Columbia River Maritime Museum, and the OSU Seafood Center.

City Manager Pro Tem Estes stated this item was for information only. On behalf of the City, he thanked Columbia Memorial Hospital, the OSU Seafood Center, and the Columbia River Maritime Museum for generously providing off-street parking during the fair. He confirmed that no action was required by Council.

Planner Johnson confirmed for Councilor Herzig that no rain date had been set due to the logistics involved with planning the event. All of the booths will be covered and restrooms inside the Aquatic Center will be available. The event will be held rain or shine.

Item 8(j): Recreational Marijuana Sales Tax (Councilor Herzig)

Councilor Herzig requested an agenda item to discuss the possibility of establishing a sales tax on recreational marijuana should it become legalized in the upcoming November election.

Councilor Herzig said he attended a Gearhart City Council meeting in August and their city attorney said a measure on the November ballot might legalize the sale of recreational marijuana in Oregon. Municipalities around the state are enacting sales taxes on the sale of recreational marijuana in anticipation of the measure passing. The language of the ballot measure is a bit ambiguous as to whether municipal sales taxes will be sustained after the measure passes. However, if a city does not have a sales tax enacted before the measure passes, such a tax cannot be enacted after the fact. This is a possible source of revenue for Astoria. There is no guarantee that the taxes will be upheld. However, if no tax is put on the books before the ballot measure, Astoria will not be able to add it after the measure passes.

Councilor LaMear believed a sales tax on recreational marijuana made sense.

Mayor Van Dusen said he was opposed to the tax because voters in Oregon, as well as in Astoria, have voted against a sales tax many times. He did not support a sales tax in Astoria on any item.

Councilor Mellin agreed with Mayor Van Dusen. She said she did not want to discuss an issue that may not come to fruition. Councilor Warr agreed.

Councilor Herzig reiterated that this was a possible source of significant revenue for the City and he wanted to make sure City Council was aware of it.

Item 8(k): Utility Assistance Program

This item was added to the agenda during Item 4: Changes to the Agenda.

Mayor Van Dusen explained the details of the Utility Assistance Program, noting that Community Action volunteered to run the program; however, they are busy running the food bank and other programs. He therefore suggested that the City administer and grow the program.

Councilor Herzig believed Mayor Van Dusen's suggestion would streamline the process and make it easier for people to apply. Once the City is completely administering the program, the program could be expanded. He appreciated the Mayor's concern and believed this was a great way to move forward with the program.

Mayor Van Dusen said Community Action is a great partner with the City. He asked City Manager Pro Tem Estes to report to City Council how administration of the program would transfer from Community Action to the City. City Manager Pro Tem Estes said Staff would coordinate with Clatsop Community Action on the process and develop a procedure to be presented to City Council.

City Council Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr to direct Staff to work with Clatsop Community Action to transfer administration of the Utility Assistance Program to the City of Astoria. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Mayor Van Dusen directed Staff to draft a letter of thanks to Clatsop Community Action for all of the Council members to sign.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Shel Cantor, 1189 Jerome, Astoria, thanked Staff for clarifying and correcting the ordinance implementing the Civic Greenway Area of the Riverfront Vision Plan. The discussion between Councilor Herzig and Planner Johnson clarified that the Port and its fellow master planners would not be inhibited from bringing their plans through the usual process whether or not the Ramis amendment was included, as it currently is. He asked what benefit would come to Astoria from including the Ramis amendment in the ordinance before a master plan has been created.

Councilor Warr said the community was regional. Everyone is better off if Astoria can maintain good relationships with its partners at the Port, and with the County and Warrenton. He believed Astoria should try to cooperate with the Port without cutting too much slack.

Councilor LaMear said the river has always been a working river and the Port is a working port. Astoria needs to consider this because the river is not just for the enjoyment of citizens who are not working. She believed the Port's proposal was fair.

Councilor Herzig believed inclusion of the Port's proposal in the ordinance was a betrayal of the years of work that the citizens of Astoria and the Planning Commission have put into this project. The Port came in at the last minute to bypass the Planning Commission and public hearings to try to impose their plan. He did not see any immediate benefit, but a great loss to the trust that the citizens of Astoria had in the process and in the City Council. He read in the newspaper that the Port was forming partnerships with private individuals to sue the City, should their plan not get adopted. He believed that no matter how much the City appeased the Port, the Port would still sue the City if it did not get everything it wanted. He also believed the Port should put its own house in order before taking on another development project.

Mr. Cantor asked if Councilor Herzig was referring to the day after the last City Council meeting, when the Port immediately began to prepare for a law suit even though City Council added their proposal to the ordinance.

Councilor Herzig replied yes, that was how the Port thanked the City for its cooperation.

Mr. Cantor reminded that in a letter to the Planning Commission, Mr. Ramis objected imposing restrictions, proclaiming that such restrictions would prevent the highest and best uses of properties, like coal and oil terminals and a liquefied natural gas (LNG) facility. A response to this letter was published on Page 235 of the agenda packet for the City Council meeting on June 24, 2014, in which Staff stated that "a water-dependent terminal, such as grain, coal, and oil terminals, would still be an allowable use. The only impact by the Riverfront Vision Plan would be the inclusion of height and sighting limitations that would not prohibit the uses and could be subject to variances. He asked for verification that the statement made in Staff's letter is still correct.

Councilor Warr believed the letter was clear. From a practical standpoint, the Port must go through many hoops to get a project approved. He did not anticipate the Port moving in this direction in the near future.

Planner Johnson confirmed for Mayor Van Dusen that water-dependent facilities, including docks, moorages, piers, terminals, transfer facilities, and marinas would be allowed as outright uses. These uses were allowed prior to the Code amendments and will continue to be allowed after the Code amendments are implemented. The height limitation of the new ordinance is 28 feet, a two-story building. The design restrictions state that only a certain percentage of each lot could have a building on it. Also, 75-foot wide corridors are required between buildings. Building square footage is limited to 4,000 square feet.

Mayor Van Dusen stated that an LNG receiving tank or grain elevator would have to be 28 feet high or less. Variances to this would be approved by the Planning Commission and could then be appealed to City Council. Councilor Herzig confirmed that variances from the 28 feet height limit were allowed for buildings more than 500 feet from the shoreline.

Mr. Cantor said that during the real estate boom years, the Planning Commission routinely granted variances to developers by a split vote. Variances denied by the Planning Commission were rarely appealed to the City Council and those that were received approval from Council. The *Daily Astorian* reported in 2007 that City

Council granted every variance requested by the Englund Condominiums, including two turned down by the Planning Commission, after an arduous public hearing. He did not share the Council Warr's optimism about variances being difficult to obtain. He did not understand why Astoria would want an ordinance that opened the door to the possibility of grain, coal, oil, and LNG terminals in the Civic Greenway Area. He did not understand how this had been considered consistent with the Riverfront Vision Plan.

Laurie Durham, 398 Atlantic, Astoria, said the possibility of an LNG terminal is very scary, even though it is just a possibility. A previous Port commission brought LNG to Astoria by approving LNG during backroom deals in 2004 or earlier. A small article was published in the back of the newspaper saying there would be a meeting about LNG. No one knew what LNG was, but the Port approved LNG under Mr. Gearin.

Mayor Van Dusen did not believe LNG was ever mentioned in the newspaper article.

Ms. Durham and Sue, who attended the Port's commission meeting, stated that the article mentioned LNG. Ms. Durham said she has been attending Port meetings for five years and she does not trust the Port. She urged City Council to be careful with the Port's proposal. She reminded that Mr. Ramis claimed he has never represented an LNG company. However, he represented the Port, who had approved LNG. LNG does not fit in the community or in the county. After the Port approved LNG, Sean Fitzpatrick, on behalf of the Planning Commission began asking questions. After 10 years, she has become very suspicious. She asked City Council to take the matter seriously, adding that Astoria does not want coal either.

Sean Fitzpatrick, 1046 Grand Avenue, Astoria, understood that items on the agenda are not to be discussed during the section of the meeting designated for non-agenda items.

Mayor Van Dusen clarified that was incorrect, as the public is invited to speak about anything relating to the City.

Mr. Fitzpatrick said there were times when he wanted to discuss an agenda item, but understood that non-agenda items were to be items not on the agenda for that meeting.

Paul Mitchell, 955 SW Cedar Drive, Warrenton, thanked Chief Ames and explained that he recently attended an annual picnic at the hospital, where the biggest attraction is the dunk tank. Chief Ames assisted by bringing water for the dunk tank.

Zetty Nemlowill, 478 Kensington, Astoria, asked what the next step was for the implementation of the Civic Greenway Area. City Manager Pro Tem Estes explained that a second reading of the ordinance would be conducted at the next City Council meeting. The ordinance would then take effect 30 days from the second reading and adoption. City Attorney Henningsgaard confirmed that only minor changes could be made to the ordinance in advance of the second reading. City Manager Pro Tem Estes added that major changes would result in a new first reading.

Ms. Nemlowill said she serves as President of the Planning Commission. She was surprised and disappointed by Councilor Herzig's questions regarding building height variances for buildings more than 500 feet from the shoreline. She agreed that the citizens do not want large scale building in the Civic Greenway Area. She is very disappointed that variances are allowed. She agreed that there could be master planning opportunities in the future without giving provisions to the Port right now. She was also surprised to hear Mr. Cantor's question about the allowable uses. She was unaware that those uses were included in the proposed ordinance. She believed she had a good grasp on what the Planning Commission was sending to City Council. She was disappointed and wanted to see changes.

George McCartin, 490 Franklin Avenue, Astoria, completely agreed with Ms. Nemlowill and suggested City Council reverse the addition of the Port's proposal over the heads of the Planning Commission as a legacy to the people of Astoria. Regardless of the results of the next election, the current Council members will no longer be serving together after January 1, 2015. Council members could say they are not willing to go along just because a couple of suits threatened the City. These people will probably sue the City anyway. He urged City Council to have the courage to reverse the inclusion of the Port's proposal, even if it means conducting another first reading.

Chris Farrar, 3023 Harrison Avenue, Astoria, said that at least two of the Council members would be leaving the dais in a few months. He believed it was a good time for a change in Councilors. City Council sat smugly at the dais while listening to people speak during this meeting, acting as if the public comments do no matter because Council has planned to go ahead with their plans. He personally likes some of the Councilors and it breaks his heart to hear them go along with certain decisions. He likes Councilor Warr, who is his representative, even though they disagree on many issues. Councilor Warr is a fine man, but is not up for election. He looks forward to making the proper changes to what the current City Council so inappropriately foisted on the City of Astoria. Twenty eight years was too much for Fidel Castro and it is too much in Astoria. He was glad two of the Councilors' terms were ending.

Mayor Van Dusen asked if removing LNG and other terminals from the list of allowable uses in the proposed ordinance implementing the Civic Greenway Area would be considered a minor change. City Attorney Henningsgaard replied there was no clear answer. He believed slight modifications to the list of allowable uses would be okay.

Mayor Van Dusen said he was convinced that the citizens of Astoria do not want a coal, grain, or LNG terminal at the East End Mooring Basin. He would like such terminals removed from the ordinance as a minor change and confirmed with City Attorney Henningsgaard that if the terminals could not be removed, the process would start over with another first reading. City Attorney Henningsgaard believed that removing three possible uses from the East End Mooring Basin would be considered a minor change to the intent of the ordinance.

Councilor Warr believed removing such uses was fine, but did not believe it made a big difference either way because, in our lifetime, the Port will not have the financial capability to build the infrastructure necessary to support such uses. The proposed ordinance is so restrictive that there is no way to turn the Port into a big, useable port.

Mayor Van Dusen said Councilor Warr was probably correct, but he wanted to make a statement by removing the uses from the ordinance.

Councilor Mellin did not want LNG, coal or oil. Astoria did have grain elevators many years ago. They were very tall and difficult to tear down. She suggested removing LNG, coal, and oil, and prohibiting any nuclear facility.

Councilor LaMear suggested prohibiting facilities that handle nuclear hazardous materials.

Mayor Van Dusen said many substances are considered hazardous, like Windex. He believed hazardous materials was too broad a category to be prohibited.

Councilor LaMear was concerned with the East End Mooring Basin Plan District. She and Councilor Herzig voted against the plan at the last City Council meeting. She would like to see a plan before voting on establishing a special district for the Port. She asked what plans the Port had and how this district would affect businesses and private properties within the district. She wanted to know what control the City Council would have over development if the district is adopted. The Port wants to include land that extends from the river to Marine Drive, which is a huge and expansive area. She understood denying the Port's plan was not in conflict with the Comprehensive Plan, but the Port claims it is. Astoria's Comprehensive Plan does not include the Port property. Citing the Port's claim that plan districts were common throughout the state, she wanted to know where plan districts were common and what has been the experience. She also wanted to know if adopting the proposed ordinance would establish the plan district. She believed establishing this district was creating a slippery slope. She did not like the idea of giving the Port special treatment.

City Attorney Henningsgaard clarified that adopting the proposed ordinance would not establish the district, but would establish the possibility of having a district and define the area where the district could be located. Creating the district would require a separate process, as regulations for the district would need to be adopted in conjunction with a plan for a particular project. Such districts exist in Portland. In order to establish a district, the property must be considered unique and there must be a public need for a zoning change. These two criteria are included in the Port's proposal. He believed it would be easy for the Port to be considered unique because there is only one mooring basin in the City. However, the Port would have to convince City Council that there is a public need and that the district provides the best means of satisfying this need.

Councilor LaMear read the possible boundaries of the district as stated in the Port's proposal, which includes public and private land, and noted the area is huge and includes many different entities. City Manager Pro Tem Estes reminded that at the last City Council meeting, Council voted to remove the Cannery Loft property and the vacant lot to the east of the condominiums. The district could include the area from Leif Erikson Drive to the pier headline from 35th to 39th Streets and the over-water portions from 39th to 41st Streets.

Councilor LaMear stated the area still included a lot of properties. Councilor Herzig agreed. City Attorney Henningsgaard said all of the affected property owners would have to join in on the plan. Larger proposals would be more difficult to get approved.

Councilor Herzig said the City does not need this plan to entertain any project that the Port or any private property owner would bring to the City for approval. The zone is not necessary for development to occur. It is obvious that City Council does not know what it is adopting. City Council does not need to adopt this plan because a mechanism is already in place. He did not understand why the City was having this plan forced down its throat.

Mayor Van Dusen wanted Staff to present an option at the next City Council meeting for prohibiting LNG, coal, and oil. City Council will then discuss whether this is a major change to the proposed ordinance.

Councilor Mellin believed this was a good idea.

Mayor Van Dusen said he appreciated Ms. Nemlowill's comments. He was surprised that the variance issue was a surprise to her. He understood that Ms. Nemlowill disagreed with allowing variances. However, when speaking with her, Mayor Van Dusen understood that the 500 foot setback was agreed upon because the Cannery Hotels had a 500-foot setback and were higher than 28 feet. He said Ms. Nemlowill never mentioned that buildings could be higher, so he pictured 28 feet when visiting the hotel and looking at the shoreline. He believed the entire time that a variance process would be in place.

Ms. Nemlowill confirmed that Mayor Van Dusen understood her comments correctly and that she had understood the same from Planner Johnson.

Mayor Van Dusen called for a recess at 8:45pm to convene the Executive Session.

EXECUTIVE SESSION:

Item 10(a): ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents

The regular City Council meeting reconvened at 8:52 pm, immediately following the Executive Session.

Mayor Van Dusen announced that during the Executive Session, City Council discussed the contract offered to City Manager Pro Tem Estes. He asked each Councilor to comment.

Councilor Warr believed City Council made the best choice possible.

Councilor Mellin believed Astoria is lucky to have Brett Estes as City Manager.

Councilor Herzig said he planned to vote against approving the contract because he believed the review process used with four of the applicants should have been continued. Everyone agreed that the review process was working. Moving the goal posts is a disservice to the candidate and the Council. His decision is nothing personal against the candidate. He believed the same review process should have been applied to every applicant for the position.

Councilor LaMear said she has had the pleasure of working with Mr. Estes on the Library Board, planning for the library's renovation. It is wonderful to see how he works. She believes Mr. Estes is a fair person who listens well. She is delighted that City Council has chosen Mr. Estes. City Council had to choose from 54 applicants. The four candidates chosen were the best of 54 and they did not measure up to Mr. Estes.

Mayor Van Dusen thanked Mr. Estes for accepting the position. The community is lucky and is in very good hands.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to approve a contract appointing Brett Estes as City Manager, effective immediately. Motion carried 4 - 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:50 pm.

APPROVED:

City Manager Pro Tem /
Community Development Director


DRAFT



CITY OF ASTORIA
POLICE DEPARTMENT

September 14, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: FY 2014-2015 DISPATCH SERVICE AGREEMENTS

DISCUSSION/ANALYSIS

Listed below are the signed Dispatch Service Subscriber Agreements for FY 2014-2015:

Port of Astoria	\$ 3,096
Astoria Public Works	3,768
Warrenton Police Department	138,522
Clatsop County Sheriff's Office*	263,378
Elsie-Vinemaple RFPD	4,148
John Day-Fernhill RFPD	2,000
Knappa-Svenson RFPD	5,192
Lewis & Clark RFPD	4,768
Oregon State Department of Forestry	1,500
Olney-Walluski RFPD*	2,320
Warrenton Fire Department and RFPD	18,165
Westport-Wauna RFPD	2,000
Astoria Police Department	285,236
Astoria Fire Department	23,780
Total	\$757,880

The passage of Senate Bill 1559 has allowed us to simplify the formula for allocating costs. In past years the formula for allocating costs of the Astoria Regional 9-1-1 center was based on population, assessed value, and calls for service. SB 1559 now directs the associated 9-1-1 tax monies collected directly to the Public Safety Answering Point instead of the County. The Astoria Subscriber's reached consensus that the annual tax collected will be deducted from the total amount the Center needs to collect for the fiscal year. The balance will then be divided by the total number of calls for service. Once the cost of a call for service is determined this figure will be multiplied by the number of calls for each Subscriber. All Agencies with the exception of the Clatsop County Sheriff's Office, The Port of Astoria, and the Oregon Department of Forestry also pay an annual Communications Equipment Infrastructure Maintenance fee of \$500. The total amount to

be collected from all subscribers is the total Emergency Communications Fund budget minus the ending fund balance and any capital carry-over items. The Subscribers have also agreed to raise the minimum fee from \$250 to \$1,500. This fee has not been adjusted in over ten years and the new amount better reflects the value of the services provided.

The City of Astoria will provide each agency with a copy of the proposed Emergency Communications Budget and the estimated breakdown of Subscriber Costs at the first regular meeting of the Subscriber's Board for the calendar year. Any affected agency will be advised of any changes to those estimates during the course of the budget process. Billings will be mailed to each agency at the beginning of the fiscal year.

RECOMMENDATION

It is recommended that the City Council approve the Dispatch Service Agreements for FY 2014-2015.



Jeff Rusiecki
Emergency Communications Manager

SAMPLE DISPATCH SERVICES AGREEMENT

A G R E E M E N T

POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2014 by and between the Port of ASTORIA, hereinafter called "the Port", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

The Port and Astoria enter this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to the Port, and the Port has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide the Port with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for the Port police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, the Port agrees to a cost of \$3,096 for the period of July 1, 2014 to June 30, 2015.

B. The Port shall pay Astoria as follows:

The sum \$3,096, payment due on September 30, 2014

OR

1. For the period from the 1st day of July, 2014 to the 30th day of September, 2014, the sum of \$774; payment due on September 30, 2014;
2. For the period from the 1st day of October, 2014 to the 31st day of December, 2014, the sum of \$774; payment due on December 31, 2014;
3. For the period from the 1st day of January, 2015 to the 31st day of March, 2015, the sum of \$774; payment due on March 31, 2015;

4. For the period from the 1st day of April, 2015 to the 30th day of June, 2015, the sum of \$774; payment due on June 30, 2015.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

The Port shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from the Port.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2014 to June 30, 2015 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY FEES

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

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

CITY OF ASTORIA

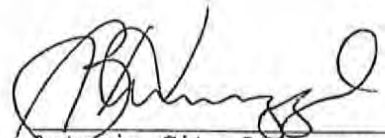
PORT OF ASTORIA

By _____
Willis Van Dusen, Mayor

By 
Interim Executive Director

By _____
Brett Estes, City Manager

By _____


Astoria City Attorney

APPROVED AS TO FORM



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

September 29, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN
IMPLEMENTATION ORDINANCES

BACKGROUND

The first step in the process to implement the Riverfront Vision Plan is to address the Civic Greenway Plan Area, generally located from Columbia River Maritime Museum at 16th Street to 41st Street at Abbey Lane and the River to Marine / Lief Erikson Drive.

The Planning Commission held a public hearing at the May 27, 2014 and June 24, 2014 APC meetings. At its July 22, 2014 meeting, the Astoria Planning Commission unanimously recommended that the City Council adopt the proposed amendments. A public hearing on the Amendment was held at the August 18, 2014 City Council meeting. The Council closed the public hearing and held a first reading of the text and map amendment ordinance. As noted in the August 25, 2014 memo, the City Attorney advised that since the Council had made several substantial changes to the ordinance as presented, that a new first hearing needed to be held. The Council held the additional first reading of the ordinance at their September 2, 2014 meeting.

At the September 2, 2014 meeting, the Council directed staff to exclude coal, oil, and liquefied natural gas from the list of allowable over-water uses. In developing the proposed language, it was recommended that the terms "fossil fuel and petroleum product" be used to encompass all forms of these products so that it is clear what is being prohibited. At the September 15, 2014 meeting, the City Council discussed the issue of whether to allow any variances to height for overwater construction. It was determined that in addition to no variances to the top of bank height in the current draft ordinance, that language should be added that no variances would be allowed to the 28' height limitation between 35th and 41st Street for construction greater than 500' from the shore. The City Attorney determined that these were a major change but that the City Council could hold the second reading that evening. However, the changes needed to be read into the record along with the reading of the ordinance by title, and there would need to be a 12 day waiting period until the City Council could vote to adopt the ordinance. The Council held the second reading of the ordinance.

A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission is attached. Also attached are the subsequent memos from staff which are included as part of the Findings of Fact proposed for adoption by the City Council.

RECOMMENDATION

If the Council is in agreement with the ordinance as amended, it would be in order for Council to 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 A14-02 to the Development Code and Astoria Land Use and Zoning Map and adopt the Ordinance."

By:



Rosemary Johnson, Planner

ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING THE ASTORIA DEVELOPMENT CODE AND LAND USE AND ZONING MAP PERTAINING TO IMPLEMENTATION OF THE ASTORIA RIVERFRONT VISION PLAN

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Development Code Sections 2.750 to 2.760 pertaining to Columbia River Estuary Shoreland Overlay District is hereby deleted and renumbered as follows with the text to remain the same:

"CRESO: COLUMBIA RIVER ESTUARY SHORELAND OVERLAY DISTRICT

- 14.500. PURPOSE AND AREAS INCLUDED.
- 14.505. PERMITTED AND CONDITIONAL USES.
- 14.510. DEVELOPMENT STANDARDS AND PROCEDURAL REQUIREMENTS."

Section 2. Astoria Development Code Sections 2.800 to 2.825 pertaining to Flood Hazard Overlay is hereby deleted and renumbered as follows with the text to remain the same:

"FHO: FLOOD HAZARD OVERLAY ZONE

- 14.520. PURPOSE AND OBJECTIVES.
- 14.525. DEFINITIONS.
- 14.530. GENERAL PROVISIONS.
- 14.535. ADMINISTRATION.
- 14.540. GENERAL PROVISIONS FOR FLOOD HAZARD REDUCTION.
- 14.545. SPECIFIC PROVISIONS FOR FLOOD HAZARD REDUCTION."

Section 3. Astoria Development Code Sections 2.890 to 2.920 pertaining to Planned Development Overlay is hereby deleted and renumbered as follows with the text to remain the same:

"PD: PLANNED DEVELOPMENT OVERLAY ZONE

- 14.560. PURPOSE.
- 14.565. PERMITTED BUILDINGS AND USES.
- 14.570. DEVELOPMENT STANDARDS.
- 14.575. PROCEDURE - PRELIMINARY DEVELOPMENT PLAN.
- 14.580. PROCEDURE - FINAL APPROVAL.
- 14.585. MAPPING.
- 14.590. ADHERENCE TO APPROVED PLAN AND MODIFICATION THEREOF."

Section 4. Astoria Development Code Sections 2.930 to 2.940 pertaining to Sensitive Bird Habitat Overlay Zone is hereby deleted and renumbered as follows with the text to remain the same:

"SBHO: SENSITIVE BIRD HABITAT OVERLAY ZONE

- 14.600. PURPOSE AND AREA INCLUDED.
- 14.605. GENERAL PROVISIONS.
- 14.610. USES PERMITTED OUTRIGHT AND CONDITIONAL USES."

Section 5. Astoria Development Code Sections 2.950 to 2.960 pertaining to Management Plan for the Youngs Bay – Brown Creek Great Blue Heron Rookery is hereby deleted and renumbered as follows with the text to remain the same:

"MANAGEMENT PLAN
FOR THE YOUNGS BAY/BROWN CREEK GREAT BLUE HERON ROOKERY

- 14.620. DEFINITIONS.
- 14.625. BACKGROUND SUMMARY.
- 14.630. DEVELOPMENT STANDARDS AND PROCEDURAL REQUIREMENTS."

Section 6. Astoria Development Code Sections 14.040 to 14.070 pertaining to Maritime Heritage Zone is hereby deleted and renumbered as follows with the text to remain the same:

"MH: MARITIME HERITAGE ZONE

- 2.890. PURPOSE.
- 2.892. USES PERMITTED OUTRIGHT.
- 2.894. CONDITIONAL USES PERMITTED.
- 2.896. LOT COVERAGE.
- 2.898. LANDSCAPED OPEN AREA.
- 2.900. HEIGHT OF STRUCTURES.
- 2.902. OTHER APPLICABLE USE STANDARDS."

Section 7. Astoria Development Code Sections 14.075 to 14.105 pertaining to Family Activities Zone is hereby deleted and renumbered as follows with the text to remain the same:

"FA: FAMILY ACTIVITIES ZONE

- 2.904. PURPOSE.
- 2.906. USES PERMITTED OUTRIGHT.
- 2.908. CONDITIONAL USES PERMITTED.
- 2.910. LOT COVERAGE.
- 2.912. LANDSCAPED OPEN AREA.
- 2.914. HEIGHT OF STRUCTURES.
- 2.916. OTHER APPLICABLE USE STANDARDS."

Section 8. Astoria Development Code Sections 14.110 to 14.150 pertaining to Attached Housing – Health Care Zone is hereby deleted and renumbered as follows with the text to remain the same:

"AH-HC: ATTACHED HOUSING/HEALTH CARE ZONE

- 2.918. PURPOSE.
- 2.920. USES PERMITTED OUTRIGHT.
- 2.922. CONDITIONAL USES PERMITTED.
- 2.924. YARDS.
- 2.926. DENSITY.
- 2.928. LOT COVERAGE.
- 2.930. LANDSCAPED OPEN AREA.
- 2.932. HEIGHT OF STRUCTURES.
- 2.934. OTHER APPLICABLE USE STANDARDS."

Section 9. Astoria Development Code Sections 14.155 to 14.185 pertaining to Health Care Zone is hereby deleted and renumbered as follows with the text to remain the same:

"HC: HEALTH CARE ZONE

- 2.936. PURPOSE.
- 2.938. USES PERMITTED OUTRIGHT.
- 2.940. CONDITIONAL USES PERMITTED.
- 2.942. LOT COVERAGE.
- 2.944. LANDSCAPED OPEN AREA.
- 2.946. HEIGHT OF STRUCTURES.
- 2.948. OTHER APPLICABLE USE STANDARDS."

Section 10. Astoria Development Code Sections 14.190 to 14.225 pertaining to Education-Research-Health Care Campus Zone is hereby deleted and renumbered as follows with the text to remain the same:

"CA: EDUCATION/RESEARCH/HEALTH CARE CAMPUS ZONE

- 2.950. PURPOSE.
- 2.952. USES PERMITTED OUTRIGHT.
- 2.954. CONDITIONAL USES PERMITTED.
- 2.956. LOT SIZE.
- 2.958. LOT COVERAGE.
- 2.960. LANDSCAPED OPEN AREA.
- 2.962. HEIGHT OF STRUCTURES.
- 2.964. OTHER APPLICABLE USE STANDARDS."

Section 11. Astoria Development Code Sections 14.230 to 14.260 pertaining to Hospitality-Recreation Zone is hereby deleted and renumbered as follows with the text to remain the same:

"HR: HOSPITALITY/RECREATION

- 2.966. PURPOSE.
- 2.967. USES PERMITTED OUTRIGHT.
- 2.968. CONDITIONAL USES PERMITTED.
- 2.969. LOT COVERAGE.
- 2.970. LANDSCAPED OPEN AREA.
- 2.971. HEIGHT OF STRUCTURES.
- 2.972. OTHER APPLICABLE USE STANDARDS."

Section 12. Astoria Development Code Sections 14.265 to 14.295 pertaining to Local Service Zone is hereby deleted and renumbered as follows with the text to remain the same:

"LS: LOCAL SERVICE

- 2.975. PURPOSE.
- 2.976. USES PERMITTED OUTRIGHT.
- 2.977. CONDITIONAL USES PERMITTED.
- 2.978. LOT COVERAGE.
- 2.979. LANDSCAPED OPEN AREA.
- 2.980. HEIGHT OF STRUCTURES.
- 2.981. OTHER APPLICABLE USE STANDARDS."

Section 13. Astoria Development Code Sections 14.300 to 14.340 pertaining to Attached Housing – Mill Pond Zone is hereby deleted and renumbered as follows with the text to remain the same:

"AH-MP: ATTACHED HOUSING/MILL POND

- 2.984. PURPOSE.
- 2.985. USES PERMITTED OUTRIGHT.
- 2.986. CONDITIONAL USES PERMITTED.
- 2.987. YARDS.
- 2.988. DENSITY.
- 2.990. LANDSCAPED OPEN AREA.
- 2.991. HEIGHT OF STRUCTURES.
- 2.992. OTHER APPLICABLE USE STANDARDS."

Section 14. Section 2.965 pertaining to Gateway Overlay Area Zones is deleted in its entirety.

Section 15. Section 2.530.12 pertaining to Outright Uses in the A-2 Zone (Aquatic Two Development) is deleted in its entirety and amended to read as follows:

"12. Public use associated with a maritime related use."

Section 16. Section 1.400 pertaining to Definitions is amended by the addition to read as follows:

“ACCESSORY STRUCTURE IN A COTTAGE CLUSTER DEVELOPMENT: Includes shared accessory structures such as parking or storage buildings; and individual accessory structures such as garages attached to cottages, which may not face the common open space.”

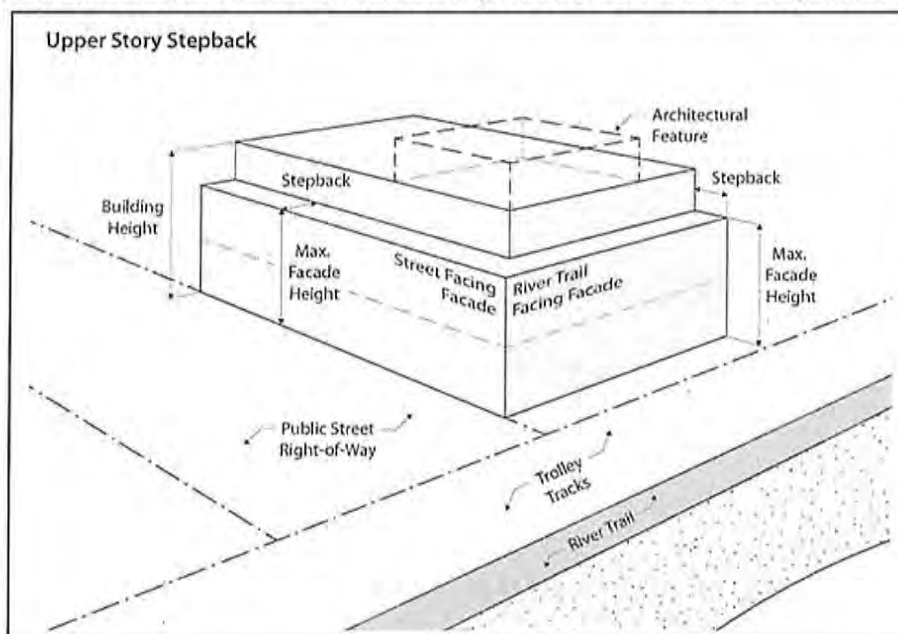
“CARRIAGE HOUSE DWELLING UNIT: A dwelling unit on the second floor of a common parking structure.”

“COMMON OPEN SPACE: An area improved for recreational use or gardening that all owners in the development own and maintain in common through a homeowner’s association, condominium association, or similar mechanism.”

“COTTAGE: A detached, site-built, single-family or two-family dwelling unit that is part of a cottage cluster development.”

“COTTAGE CLUSTER: A group of four (4) to 12 cottages, arranged around a common open space.”

“STEPBACK: Building setbacks are stepped or progressive recessions in a building’s face as the building rises higher. Setbacks are designed to reduce building mass to allow views around the building from above and/or from a distance, to allow more light down to the adjacent rights-of-way, and to improve the aesthetic experience of the building from adjacent rights-of-way.”



Section 17. Section 2.200 through 2.235 pertaining to Compact Residential Zone is added to read as follows:

“CR: COMPACT RESIDENTIAL ZONE

2.200. PURPOSE.

The purpose of the Compact Residential (CR) Zone is to provide opportunities for modest scale residential development, including single-family homes on smaller lots, two-family homes, and cottage cluster development, incorporating open space between homes and with a strong orientation to the Columbia River and adjacent commercial and other residential areas.

2.205. USES PERMITTED OUTRIGHT.

The following uses and their accessory uses are permitted in this CR Zone if the Community Development Director determines that the uses will not violate standards referred to in Sections 2.215 through 2.230, additional Development Code provisions, the Comprehensive Plan, and other City laws:

1. Arts and crafts studio.
2. Family day care center.
3. Home occupation, which satisfies the requirements of Section 3.095.
4. Single-family dwelling.
5. Two-family dwelling.
6. Carriage house dwelling, meeting the requirements of Section 3.050.
7. Cottage cluster development meeting the requirements of Section 3.050.
8. Residential home.

2.210. CONDITIONAL USES PERMITTED.

The following uses and their accessory uses are permitted in the CR Zone if the Planning Commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in Sections 2.215 through 2.230, additional Development Code provisions, the Comprehensive Plan, and other City laws:

1. Day care center, only in the community building of a cottage cluster development meeting the requirements of Section 3.050.
2. Public or semi-public use.
3. Temporary use meeting the requirements of Section 3.240.

2.215. SETBACKS.

Uses in the CR Zone will comply with the following minimum setback requirements or the setback requirements of applicable overlay zones, whichever requirements are greater.

1. The minimum front setback shall be 10 feet. Front steps are permitted to encroach into front setbacks.
2. The minimum side setback shall be five (5) feet, except on corner lots where the side setback on the street side shall be a minimum of 10 feet.
3. The minimum rear setback shall be 15 feet, except on corner lots where the rear setback shall be a minimum of five (5) feet.
4. Uses in the CR Zone that are part of a cottage cluster development will comply with the setback requirements in Section 3.050.

2.220. LOT SIZE AND DENSITY.

Uses in the CR Zone shall meet the following lot size requirements that are applicable to the particular use:

1. The minimum lot size for a single-family dwelling is 2,500 square feet. The maximum lot size for a single-family dwelling is 4,000 square feet.
2. The minimum lot size for a two-family dwelling is 4,000 square feet. The maximum lot size for a two-family dwelling is 6,000 square feet.
3. Uses in the CR Zone that are part of a cottage cluster development shall have a maximum density of 24 units/acre.

2.220. BUILDING SIZE.

Buildings in the CR zone shall meet the following building footprint and floor area requirements.

1. The maximum footprint for a primary building is 1,000 square feet. The maximum footprint for a dwelling unit and a garage is 1,400 square feet.
2. The maximum gross floor area for a primary building is 1,800 square feet.
3. Uses in the CR Zone that are part of a cottage cluster development are subject to the building size requirements in Section 3.050.

2.225. LANDSCAPED OPEN AREA.

1. Minimum landscaping for individual lots in the CR Zone shall be 20%, except for cottage cluster development.
2. Cottage cluster development shall be subject to common open space and private open space requirements in Section 3.050.
3. All landscaping shall meet the requirements of Sections 3.105 through 3.120 and applicable overlay zones.

2.230. HEIGHT OF STRUCTURES.

No structure will exceed a height of 28 feet above grade, except where applicable overlay zones allow otherwise.

2.235. OTHER APPLICABLE STANDARDS.

1. Access to garages, carports, or other parking areas shall be from an alley or from the street adjacent to the side yard of a corner lot. Driveways shall have a minimum depth of 16 feet.
2. Outdoor storage areas will be enclosed by appropriate vegetation, fencing, or walls.
3. All uses will comply with access, parking, and loading standards in Article 7, with the following exceptions:
 - a. Parking requirement for single-family, two-family, and carriage house dwelling units shall have at least:
 - 1) one parking space for each unit with a gross floor area of 700 feet or less (rounded up to the nearest whole number);
 - 2) 1.5 parking spaces for each unit with a gross floor area of 701 square feet or more (rounded up to the nearest whole number).
 - b. Parking in the CR Zone is permitted on a separate lot provided it is within 100 feet of the development. An easement or other acceptable document shall be recorded to assure that the separate lot for parking remains with the units it services.
4. Where feasible, joint access points and parking facilities for more than one use should be established.
5. Access drives and parking areas should be located on side streets or non-arterial streets.
6. Conditional uses will meet the requirements in Article 11.

7. Signs will comply with requirements in Article 8 and specifically, residential uses will comply with the specific regulations in Section 8.160.
8. All structures will have storm drainage facilities that are channeled into the public storm drainage system or a natural drainage system approved by the City Engineer. Developments affecting natural drainage shall be approved by the City Engineer.
9. Where new development is within 100 feet of a known landslide hazard, a site investigation report will be prepared by a registered geologist. Recommendations contained in the site report will be incorporated into the building plans.
10. All uses will comply with the requirements of applicable overlay zones."

Section 18. Section 14.035 through 14.065 pertaining to Civic Greenway Overlay Zone is added to read as follows:

"CGO: CIVIC GREENWAY OVERLAY ZONE

14.035. PURPOSE.

The purpose of the Civic Greenway Overlay Zone is to implement the land use principles of the Astoria Riverfront Vision Plan, dated December 2009, as they pertain to the Civic Greenway Plan Area. The Civic Greenway Overlay (CGO) Zone is intended to protect views of and access to the Columbia River, provide for an enhance open space and landscaping, support water-dependent uses consistent with Astoria's working waterfront, and encourage modest scale housing in areas recommended for residential use. The CGO Zone extends from approximately 16th Street to 41st Street and between Marine Drive and the Columbia River as depicted on the City's Zoning Map.

14.040. APPLICABILITY AND REVIEW PROCEDURES.

The provisions of the Civic Greenway Overlay Zone shall apply to all new construction or major renovation, where "major renovation" is defined as construction valued at 25% or more of the assessed value of the existing structure, unless otherwise specified by the provisions in this Section.

Review of applications in the Civic Greenway Overlay Zone is subject to the administrative procedures and approval of the Community Development Director established in Article 9.

A. Residential Development.

Applications may be reviewed administratively subject to the Design Review Standards in Section 14.065 or through the public design review process subject to the Design Review Guidelines in Section 14.025.

B. Non-Residential and Mixed Use Development.

Applications shall be reviewed through the public design review process subject to the Design Review Guidelines in Section 14.025.

14.045. USES PERMITTED OUTRIGHT FOR OVERWATER DEVELOPMENT.

The following uses and activities and their accessory uses and activities are permitted in the Civic Greenway Overlay Zone, if permitted outright in the base zone for the site, and subject to the other appropriate development provisions of this Section.

1. Small boat building and repair.
2. Water-dependent facilities including dock, moorage, pier, terminal (excluding fossil fuel and petroleum product terminals and facilities), transfer facility and marina for commercial and recreational marine craft, for passengers, or for waterborne commerce.
3. Public pier.
4. Public use associated with a maritime use.
5. Navigational structure.
6. Shoreline stabilization.
7. Flowlane disposal of dredged material.
8. Pipeline, cable, and utility crossing.
9. Storm water and treated wastewater outfall.
10. Communication facility.
11. Temporary dike for emergency flood protection limited to 60 days subject to State and Federal requirements.
12. New dike construction.
13. Maintenance and repair of existing structure or facility.
14. Dredging and filling, pursuant to the applicable standards in Section 4.050 and 4.070, for any of the permitted uses 1 through 10 listed above.
15. The following water-related commercial and industrial uses:
 - a. Boat and/or marine equipment sales;
 - b. Fish or shellfish retail or wholesale outlet;
 - c. Charter fishing office;
 - d. Sports fish cleaning, smoking, or canning establishment;

- e. Retail trade facility for the sale of products such as ice, bait, tackle, gasoline or other products incidental to or used in conjunction with a water-dependent use;
 - f. Cold storage and/or ice-processing facility independent of seafood processing facility.
16. Navigation aid.
 17. Piling and pile supported structure as necessary for any of the permitted uses 1 through 16 listed above, or as necessary for any use permitted in the adjacent shoreland.

14.050. CONDITIONAL USES PERMITTED FOR OVERWATER DEVELOPMENT.

The following uses and activities and their accessory uses and activities are permitted in the Civic Greenway Overlay Zone as Conditional Uses, if permitted as a Conditional Use in the base zone for the site, and when authorized in accordance with Article 11, Conditional Uses. These uses and activities are also subject to the other appropriate development provisions of this Section. It must also be shown that these uses and activities are consistent with the purpose of the Civic Greenway Overlay Zone.

1. Active restoration.
2. Bridge crossing and bridge crossing support structure.
3. Water-dependent or water-related recreational use not listed elsewhere in this zone.
4. A use for which an exception to the Estuarine Resources Goal has been adopted as an amendment to the Astoria Comprehensive Plan.
5. Fill in conjunction with any of the conditional uses 1 through 4 listed above pursuant to the applicable standards in Section 4.050.
6. Dredging and filling, pursuant to the applicable standards in Section 4.050 and 4.070, for any of the conditional uses 1 through 5 listed above.
7. Dredged material disposal at sites designated for dredged material disposal in the Comprehensive Plan.
8. Dredged material disposal at sites not designated for dredged material disposal in the Comprehensive Plan, provided the dredged material is utilized as a source of fill material for an approved fill project.
9. Water-related commercial or industrial use other than those listed under Section 14.045(15) of this zone (excluding fossil fuel and petroleum product terminals and facilities).

10. Piling as necessary for any of the conditional uses 1 through 9 listed above.
11. Temporary use meeting the requirements of Section 3.240.
12. Non-water dependent and non-water related uses may be located in existing, under-utilized buildings existing prior to 2013 provided the use does not preclude future water-dependent or water-related uses.

14.055. STANDARDS FOR OVERWATER DEVELOPMENT.

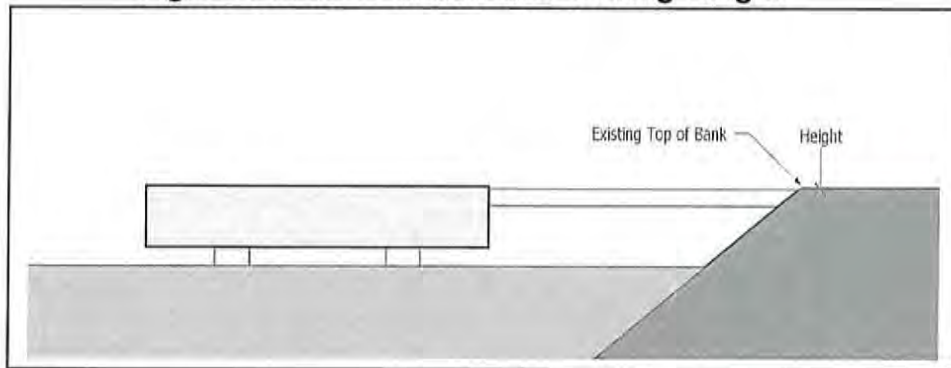
The following development standards apply to overwater development in the Civic Greenway Overlay Zone. The Overwater Development standards shall also apply to on-land development north of the River Trail / 50' wide railroad line property between 19th and 41st Streets. In the event of a conflict between this Section and other Sections of the Astoria Development Code, this Section shall control.

Maintenance, repair, or restoration of buildings existing prior to 2013 shall be exempt from the standards of this Section 14.055. Additions and/or new construction on these buildings shall be subject to these standards.

A. Height.

1. Maximum building height, except hand rails, shall be the top of the existing adjacent riverbank. No variance may be granted for an exception to this height limitation, including the area within 500' of the shoreline between 35th and 41st Streets.

Figure 14.055-1: Maximum Building Height



2. 35th to 41st Street Exception.
 - a. For buildings located greater than 500' from the shoreline, the maximum height shall be 28' from the top of the existing adjacent riverbank. No variance may be granted for an exception to this height limitation.

- b. There shall be a minimum 75' wide, unobstructed view corridor separation between buildings.

B. Size.

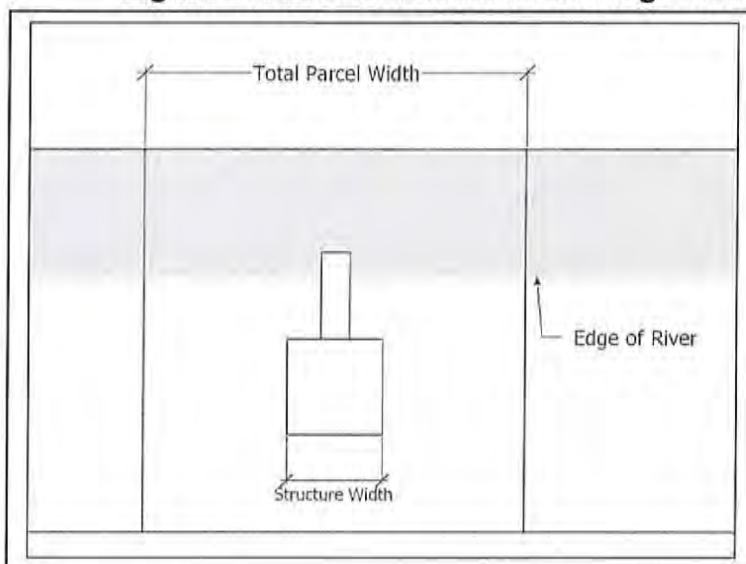
1. The maximum gross floor area of enclosed structures is 4,000 square feet.
2. 35th to 41st Street Exception.

There shall be no maximum gross floor area for buildings located greater than 500' from the shoreline.

C. Width.

1. The maximum width of an overwater building is 25% of the total parcel width (measured along the parcel frontage adjacent to the Columbia River) or 50 feet, whichever is greater. In cases where total parcel width is 100 feet or less, the building width may be up to 25 feet.
2. 35th to 41st Street Exception.
 - a. The maximum width of an individual overwater building located greater than 500' from the shoreline shall be a maximum 50% of the total parcel width (measured along the parcel frontage adjacent to the Columbia River shoreline) or 150', whichever is less.
 - b. The maximum width of all overwater buildings located greater than 500' from the shoreline and located on a contiguous set of parcels under the same ownership shall be a maximum of 50% of the total width of the combined parcels (measured along the parcel frontage adjacent to the Columbia River shoreline).

Figure 14.055-2: Maximum Building Width



D. Access to the Columbia River.

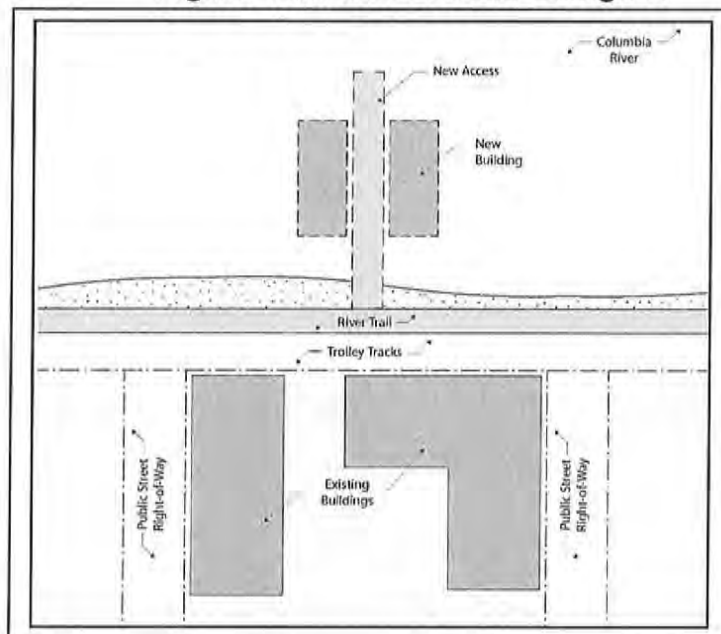
Access to the River shall be provided using piers and/or walkways as part of new construction and major renovations to structures constructed after the year 2013, where major renovation is defined as construction and alterations only to building exteriors valued at 75% or more of the assessed value of the existing structure.

Piers and walkways shall be constructed in accordance with Access Design A, Access Design B, or Access Design C, as shown and described below.

1. Access Design A - "Mid-Site Access".

This access design shall be provided in a public access easement provided through the middle of the development or structure.

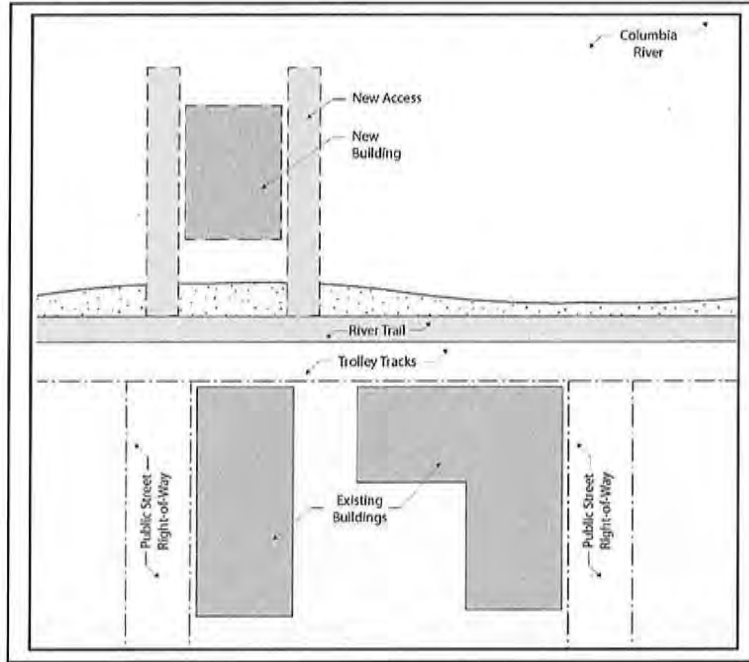
Figure 14.055-3: Access Design A



2. Access Design B - "Viewpoints".

This access design shall be provided through either existing right-of-way, right-of-way that is created and dedicated to the City, or a public access easement.

Figure 14.055-4: Access Design B



3. Access Design C – “Trail Extension”.

This access design serves as an extension of the River Trail and shall be provided through either existing right-of-way, right-of-way that is created and dedicated to the City, or easements for the piers on the east and west sides of the development. The boardwalk along the north side of the development shall be provided in a public access easement. [Note: Two possible scenarios are illustrated in the following figures for this option.]

Figure 14. 055-5: Access Design C.1

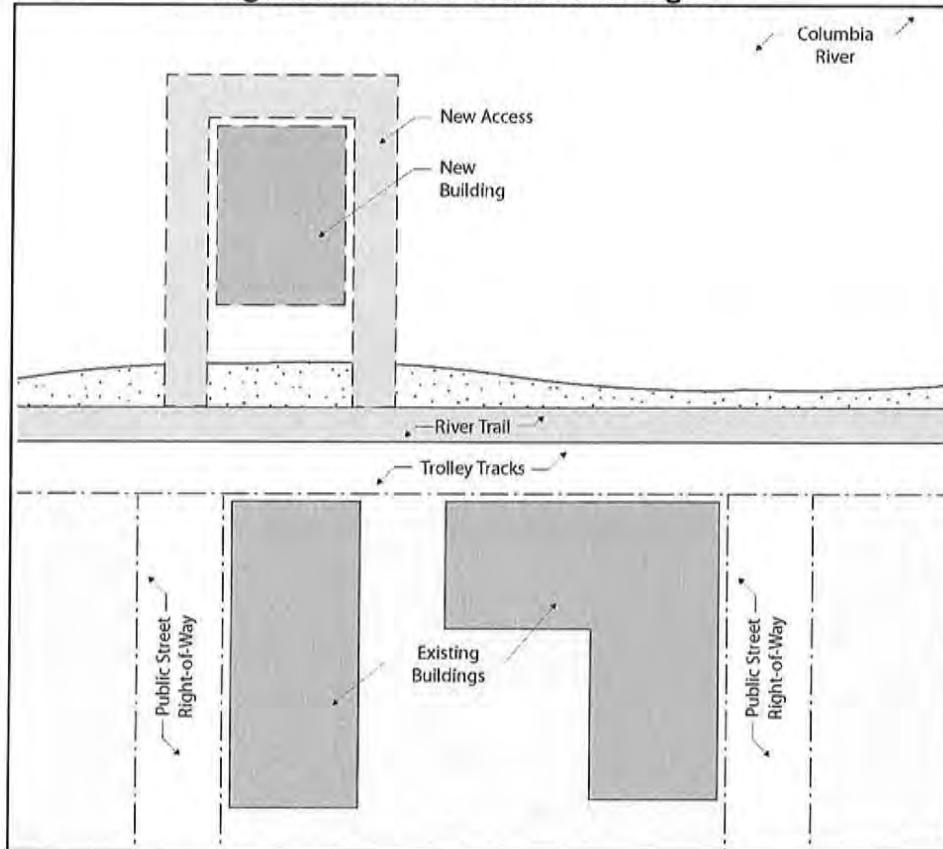
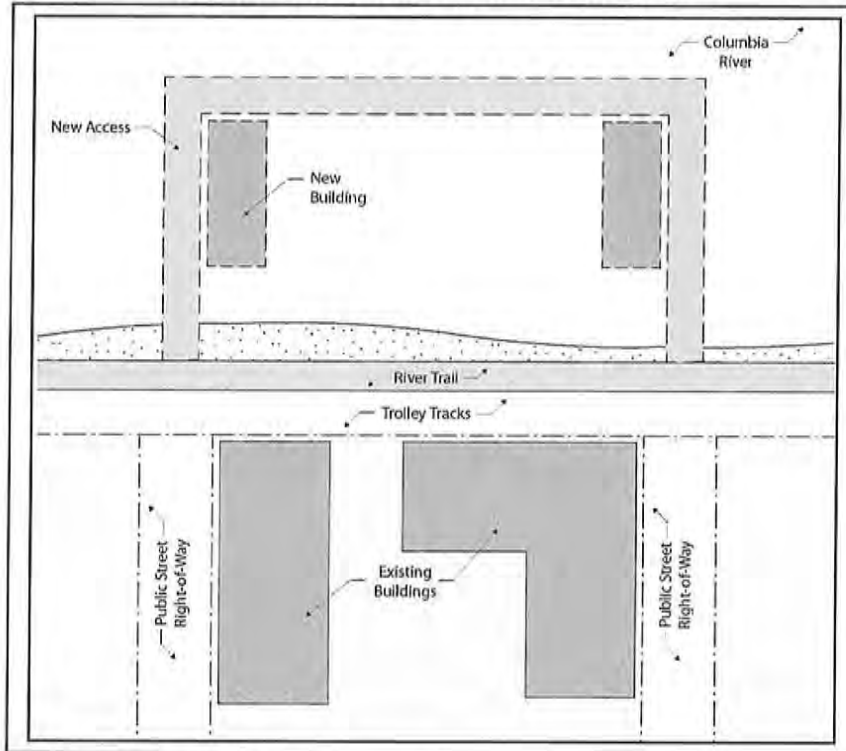


Figure 14.055-6: Access Design C.2



4. Pier and Walkway Width.

Minimum pier and walkway width is 10 feet if one side of the pier or walkway is developed with overwater structures. Minimum pier and walkway width is 14 feet if both sides of the pier or walkway are developed with overwater structures.

5. Pier and Walkway Length.

Piers and walkways shall extend beyond the north face of the overwater development a minimum length of 10 feet to ensure that the river is visible beyond the adjacent structure(s).

6. Hours of Access.

Access on overwater piers and walkways may be restricted during hours specified in City Code Section 5.926 to 5.928.

7. Maintenance Responsibility.

Responsibility for maintenance of the piers and walkway shall be established through a recorded maintenance agreement acceptable to the City.

E. Other Development Standards.

The Other Applicable Use Standards of the Gateway Overlay Zones (MH, FA, CA, HC, AH-HC, HR, LS, AH-MP) do not apply to overwater development in the Civic Greenway Overlay Zone.

14.060. STANDARDS FOR ON-LAND DEVELOPMENT.

The following development standards apply to on-land development in the Civic Greenway Overlay Zone south of the River Trail / 50' wide railroad line property. The Overwater Development standards shall apply to on-land development north of the River Trail / 50' wide railroad line property. In the event of a conflict between this Section and other Sections of the Astoria Development Code, this Section shall control.

A. Height.

1. Maximum building height is 28 feet.
2. Building height up to 35 feet is permitted when building stories above 28 feet are stepped back at least 10 feet in accordance with Section 14.060(C)(2).
3. Exceptions to building height restrictions may be granted through provisions in Section 3.075.

B. Setbacks.

A minimum view corridor width of 70 feet, centered on the right-of-way centerline, shall be provided on north-south rights-of-way between Marine Drive/Lief Erikson Drive and the Columbia River. Buildings shall be set back in order to achieve the 70-foot view corridor.

C. Stepbacks.

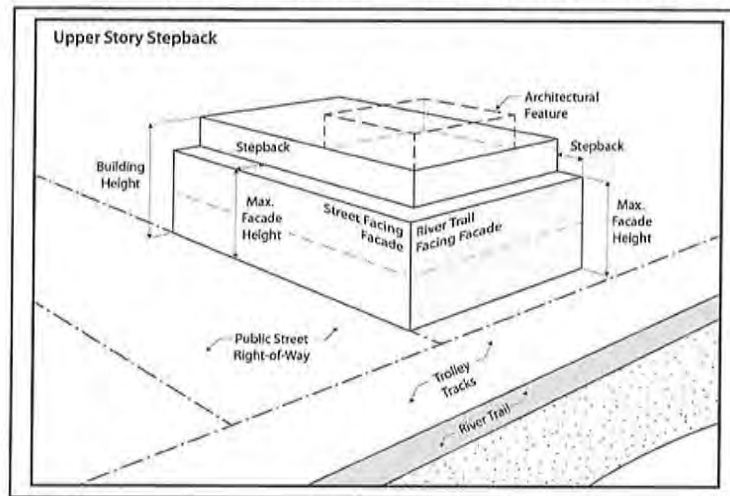
1. Purpose.

The purpose of a stepback is to allow for less obstructed views from above the building and to create a less imposing building scale as viewed from the street or parallel/adjacent trail. A stepback is also designed to allow more light down to the adjacent or fronting street, sidewalk, or trail.

2. Additional Building Height.

Where the height of a building or building addition is proposed to exceed 28 feet, at least that portion of the building exceeding 28 feet, shall provide a stepback of at least 10 feet from the front plane of the proposed building or building addition that faces the street or the River Trail.

Figure 14.060-1: Building Stepbacks



14.061. EAST BASIN PLAN DISTRICT.

The property situated approximately between 35th Street to the west, 41st Street to the east, the pierhead line to the north, and Marine Drive/Lief Erikson Drive to the south, shall constitute a subarea within the Civic Greenway Overlay Zone. The purpose of this subarea is to permit adoption of development standards, known as a Plan District, not applicable to other properties in the Civic Greenway Overlay Zone. If approved under the criteria of section 14.061(A) the plan district shall be known as the East Basin Plan District.

A. Plan District Adoption Criteria.

A Plan District may be established if all the following adoption criteria are met:

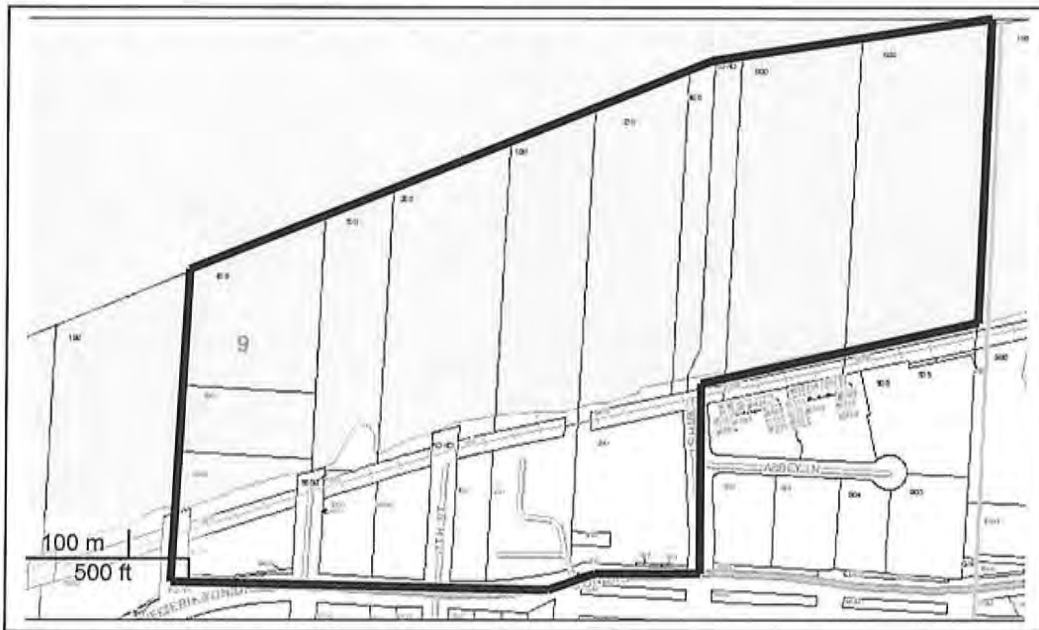
1. The area proposed for the Plan District has special characteristics or problems of a natural, economic, historic, public facility, or transitional land use or development nature which are not common to other areas of the Civic Greenway Area;
2. Existing base and overlay zone provisions are inadequate to achieve a desired public benefit as identified by the City Council, and/or to address identified needs or problems in the area;
3. The proposed Plan District and regulations result from a Plan documenting the special characteristics or problems of the area and explain how a Plan District will best address relevant issues; and
4. The regulations of the Plan District conform with the Comprehensive Plan and do not prohibit or limit uses or development allowed by the base zone without clear justification.

B. Review.

After adoption of East Basin Plan District regulations the Planning Commission shall periodically review the East Basin Plan District and its regulations to determine the impacts on development, the usefulness and usability of the regulations, and the public need for any amendments to the regulations.

C. Mapping.

The boundaries of the East Basin Plan District are illustrated on a map referenced below and generally are described as the land and water area north of Lief Erikson Drive between 35th and 39th Street and the water area between 39th and 41st Street. The boundaries may be refined as part of the Plan District adoption or amendment.



D. Standards.

The standards within the East Basin Plan District may expressly change and vary from those applicable under the Civic Greenway Overlay Zone and those of the base zone. Such changes may include:

1. Adding uses, such as retail uses;
2. Changes to building height limits;
3. Setback or view corridor modifications;
4. Building size and permissible footprint.

E. Application Procedure.

1. An application to establish the East Basin Plan District shall be processed through the following procedures:
 - a. The City or Port of Astoria may apply to establish development regulations that affect one or more properties within the East Basin Plan District.
 - b. An application to establish regulations that would govern development within the East Basin Plan District is a legislative text amendment processed in accordance with the procedures established in Section 14.061 and in Development Code Articles 9 and 10.
 - c. An application to establish the boundaries of the East Basin Plan District Overlay area is a legislative map amendment processed in accordance with the procedures established in Section 14.061 and in Development Code Articles 9 and 10 and may be processed concurrently with applications under subsection E.1.a.
2. An application to apply the East Basin Plan District regulations to a specific project shall be processed through the following procedures:
 - a. The Port of Astoria as a public entity shall be the applicant or co-applicant on all applications.
 - b. An application shall be processed as a quasi-judicial permit in accordance with the procedures established with the Plan District adoption and in accordance with the Development Code as applicable.

14.063 to 14.064 EAST BASIN PLAN DISTRICT REGULATIONS.

(Reserved for codifying future Plan District regulations.)

14.065. RESIDENTIAL DESIGN STANDARDS.

A. Residential Design.

Residential development proposed in the Civic Greenway Overlay Zone may be reviewed in accordance with one of two review options: (1) pursuant to design review procedures and the design review guidelines applicable to all building types established in Article 14; or (2) pursuant to procedures for administrative review by the Community Development Director established in Article 9 and the following design review standards for residential development.

The following design standards apply to the administrative review of residential development and apply to all dwelling unit types (single-family, two-family, and multi-family dwelling unit buildings), unless specified otherwise.

1. Building Forms.

- a. All dwelling unit buildings shall be based on a rectangular or square form.
- b. Single-family and two-family dwelling units must have a front porch, at least six (6) feet deep and 60 square feet in area.

Figure 14.065-1: Residential Building Form

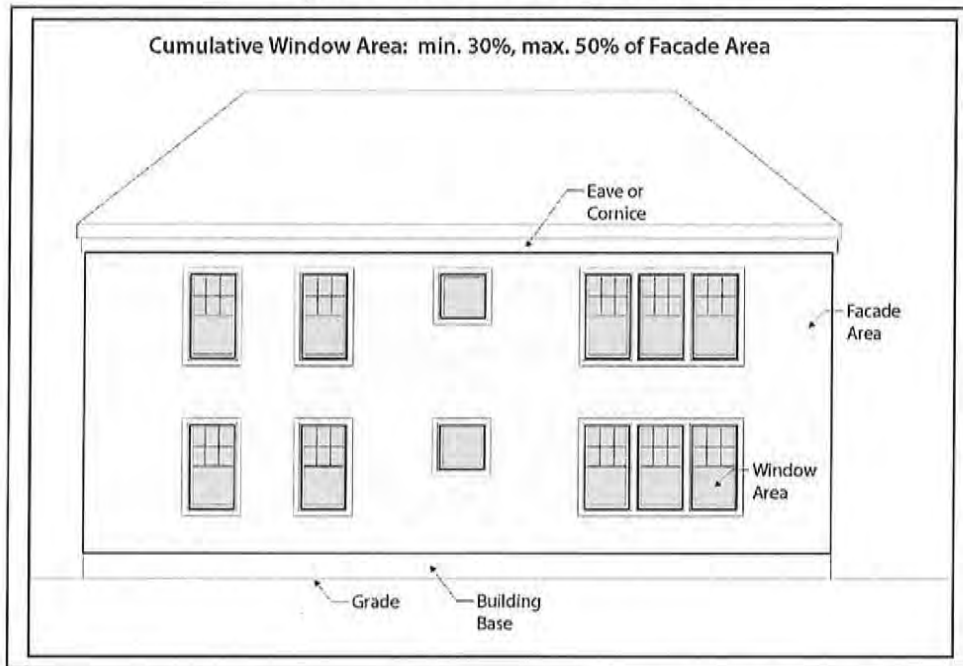


2. Window Design.

The following design standards apply to all façades for all dwelling unit types.

- a. Windows required. All facades facing a right-of-way, River Trail, or common open space shall have windows.
- b. Window area. Window area shall cover a minimum of 30% of all street-facing facade areas and shall not exceed 50% of street-facing facade areas.

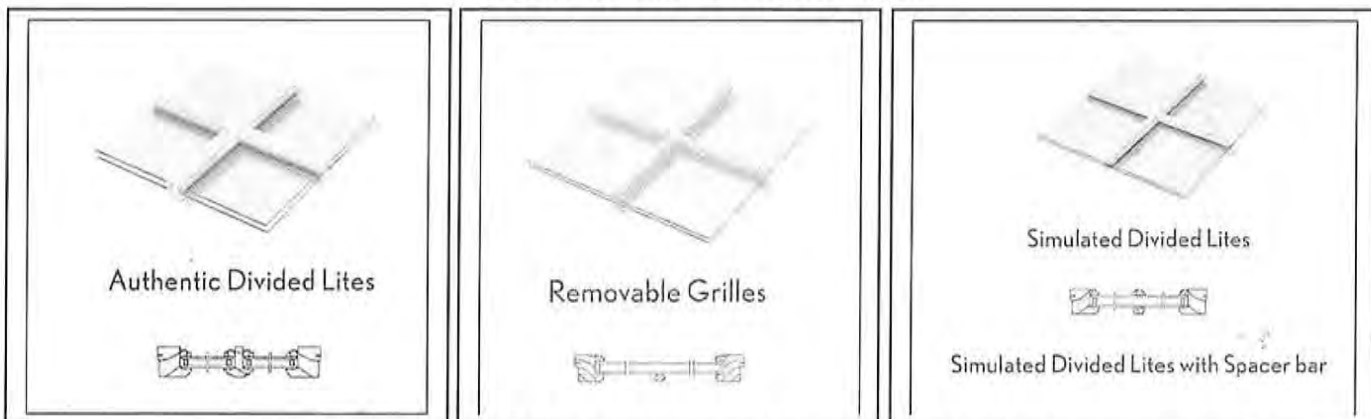
Figure 14.065-2: Window Area



c. Window lites. Window lite design shall be one of the following:

- 1) Single-lite windows; or
- 2) Multiple-lite true-divided windows; or
- 3) Combination of single and multiple-lite true-divided windows; or
- 4) Applied muntins with profile facing window exterior.

Figure 14.065-3: Window Lites

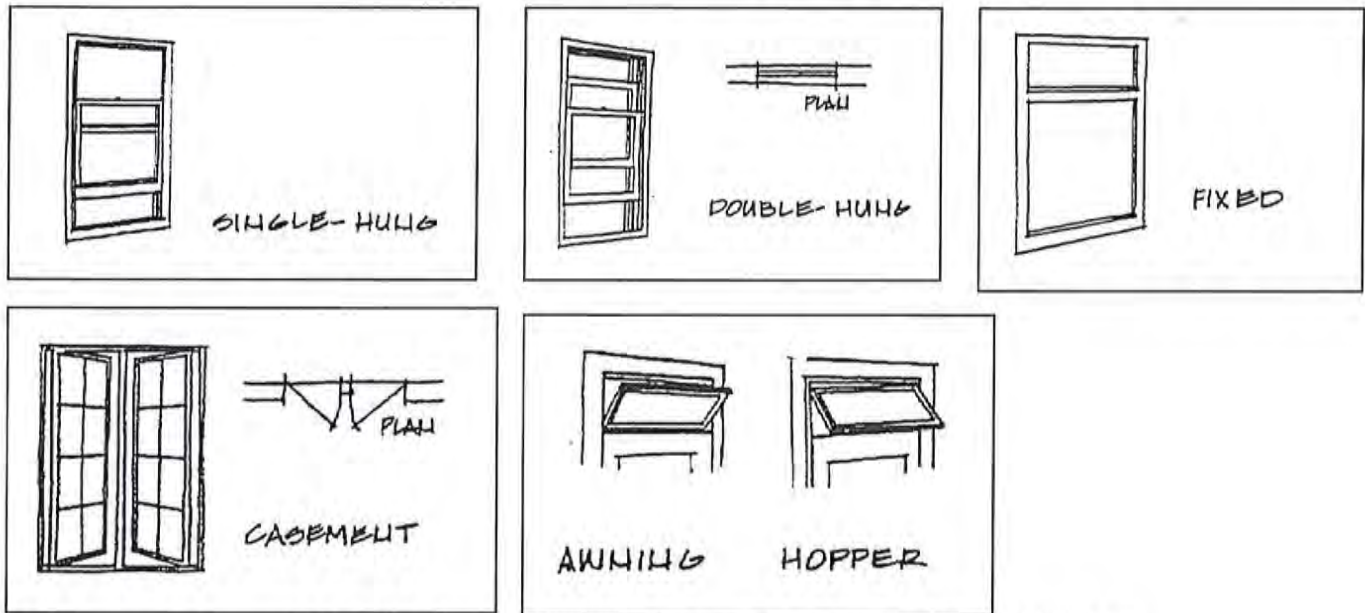


d. Windows shall be fixed or open in one of the following configurations:

- 1) Fixed window; or
- 2) Single-hung windows; or
- 3) Double-hung windows; or

- 4) Awning or hopper windows; or
- 5) Casement windows.

Figure 14.065-4: Fixed and Opening Windows

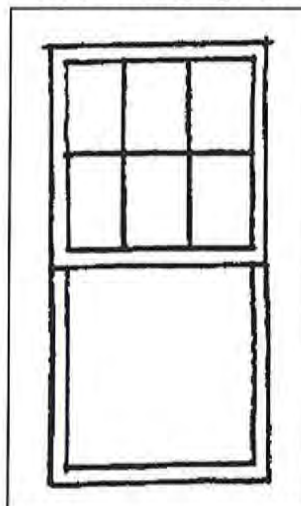


e. Window shape. Window shape shall be one of the following:

- 1) Vertical rectangle; or
- 2) Square.
- 3) Arched or decorative windows are permitted but should not exceed more than 30% of the total window coverage on all facades of the building.

Figure 14.065-5: Window Shapes

Vertical rectangular window

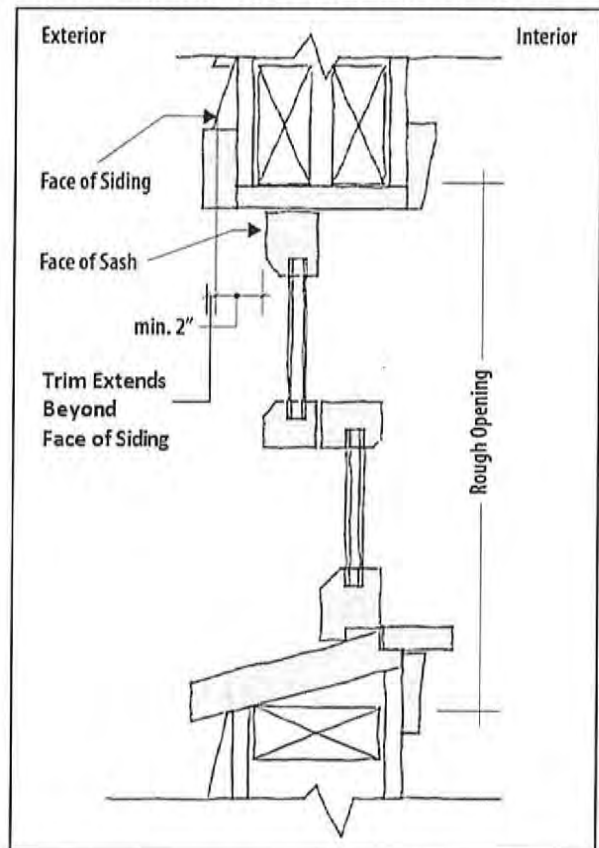
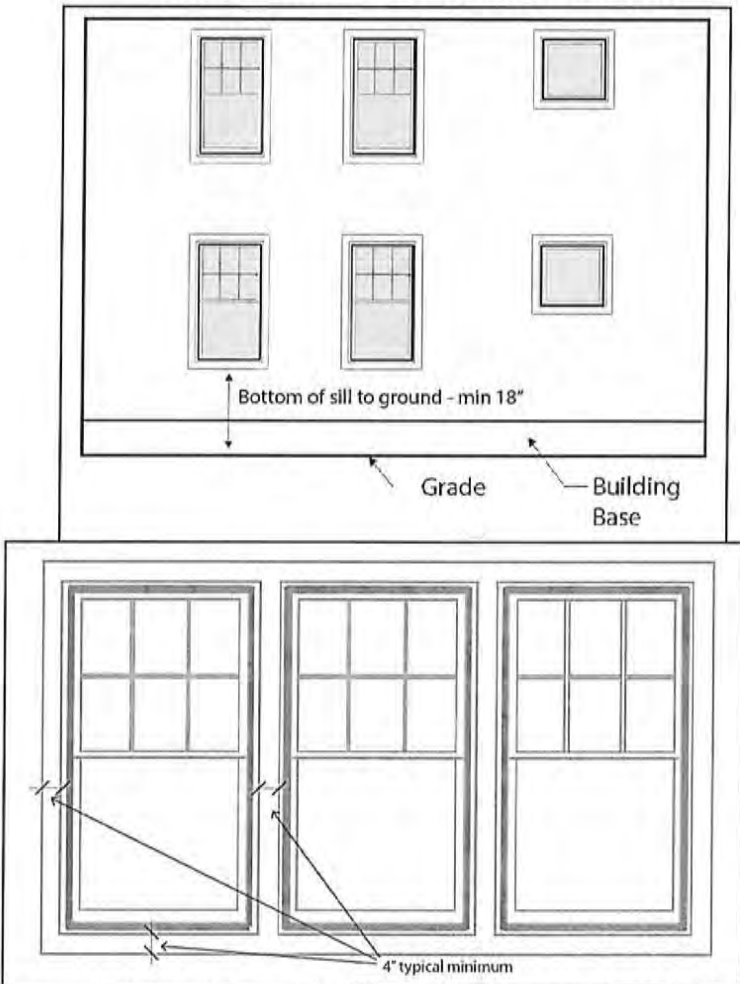


Examples of arched or decorative windows



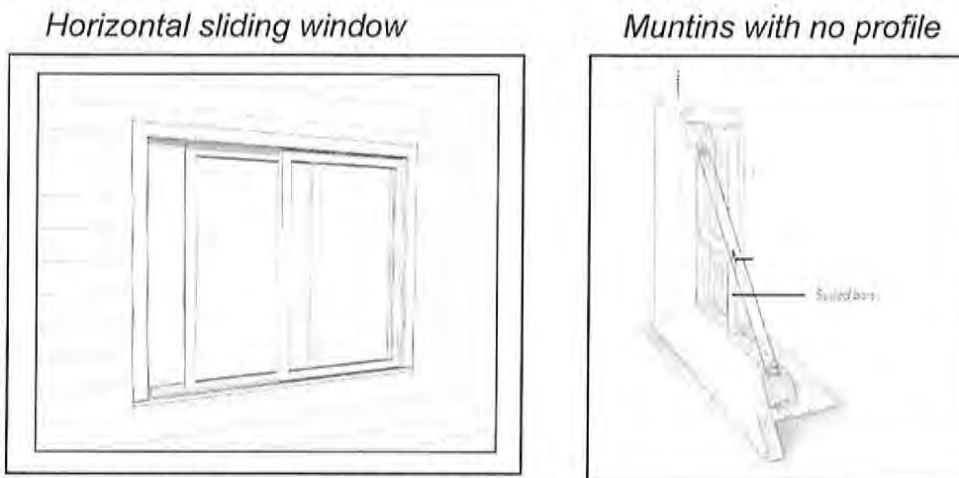
- f. Window detailing. Windows shall have casings/trim, sills, and crown moldings. Window detailing shall meet the following requirements.
- 1) Casings/trim shall have minimum dimensions of 5/4 inch x 4 inch and shall extend beyond the facade siding.
 - 2) Windows shall be recessed a minimum distance of two (2) inches from the trim surface to ensure a shadow line/effect.
 - 3) The bottom of the sill shall be a minimum of 18 inches above the ground or floor elevation.

Figure 14.065-6: Window Detailing – Trim and casement location and dimensions



- g. Window design prohibited. The follow window design features are prohibited.
- 1) Applied muntins that have no profile.
 - 2) Smoked, tinted, or frosted glass, except for bathroom windows not on the street-facing facade.
 - 3) Mirrored glass.
 - 4) Horizontal sliding windows.
 - 5) Aluminum frame windows.

Figure 14.065-7: Window Design Prohibited

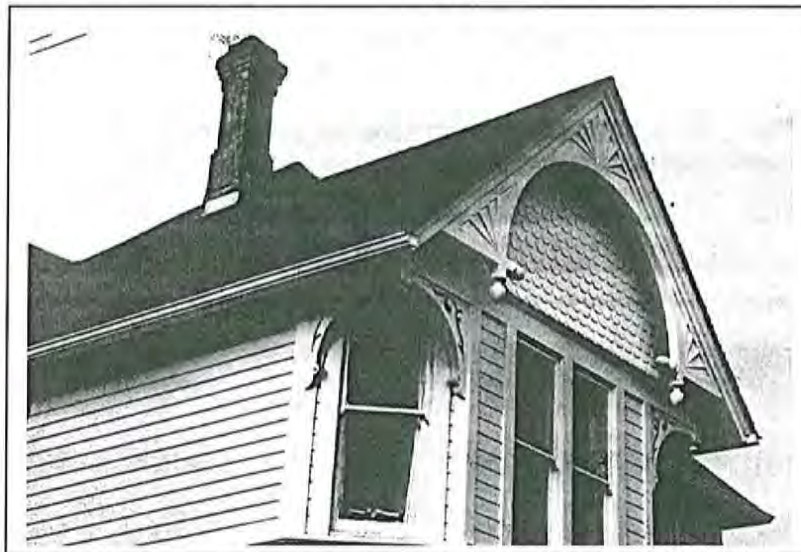
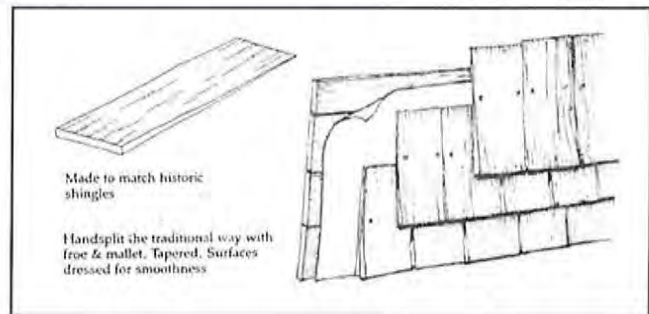
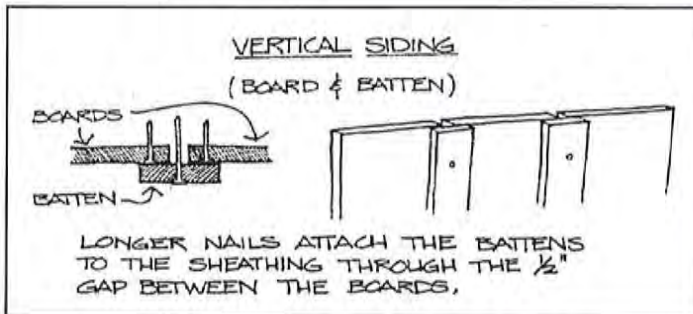
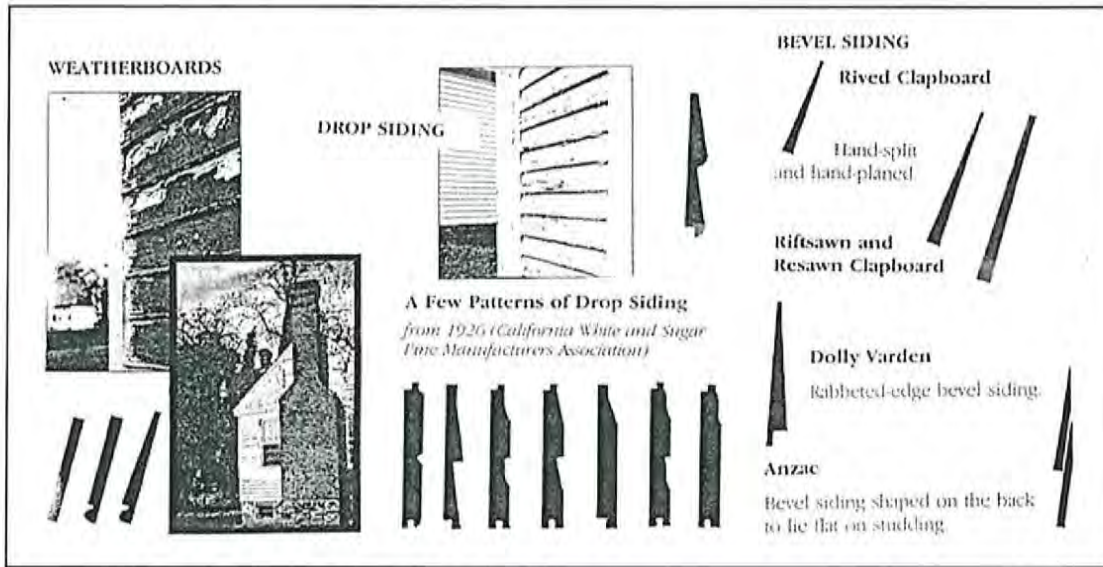


3. Exterior Wall Treatments and Materials.

The following design standards apply to all dwelling unit types.

- a. A minimum of 80% of exterior walls shall be constructed of one or more of the following sets of treatments and materials.
 - 1) Drop siding; or
 - 2) Weatherboard siding; or
 - 3) Clapboard; or
 - 4) Rectangular wood shingle; or
 - 5) Decorative wood shingle; or
 - 6) Board and batten.
- b. Horizontal siding shall have six inches or less exposure.
- c. Vertical board and batten shall have true battens.

Figure 14.065-8: Exterior Walls – Permitted Materials



- d. Paneled material shall be applied in a manner which avoids the occurrence of seams along the wall plane. Where seams cannot be avoided, they shall be located in a manner that relates logically to windows and other architectural features of the façade. Horizontal seams shall be covered by a trim board or cornice piece.

Figure 14.065-9: Exterior Walls – Seam Treatment

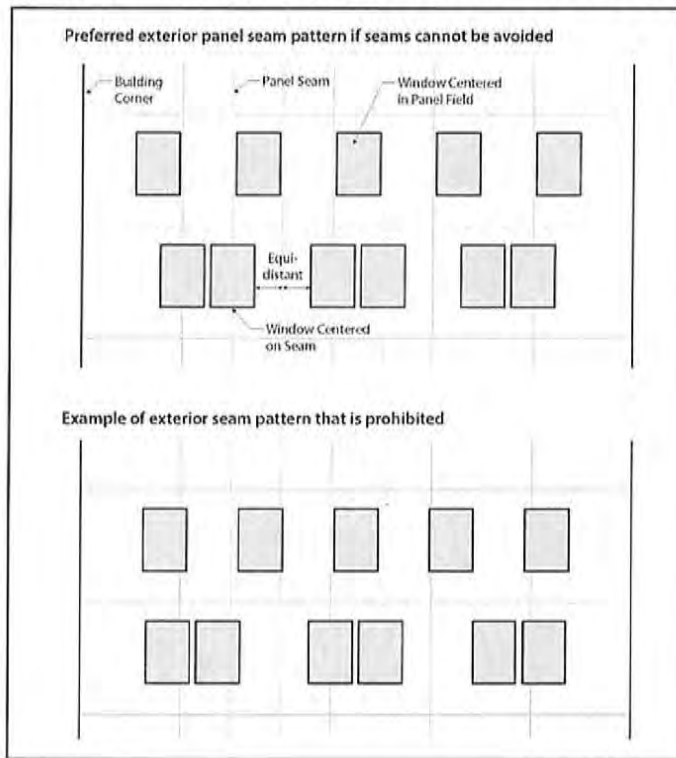
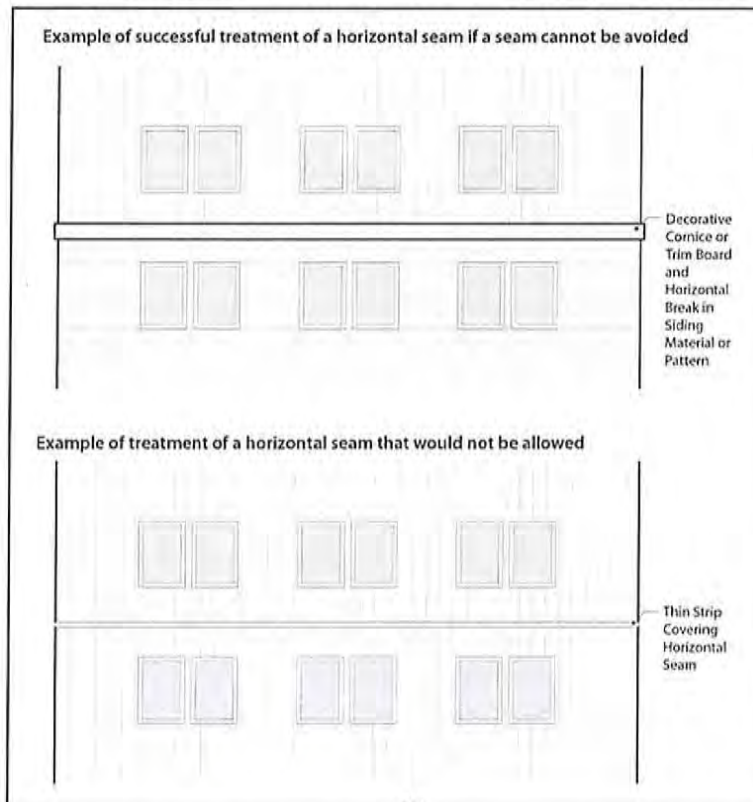


Figure 14.065-10: Exterior Walls – Horizontal Seam Treatment



e. Exterior wall treatments and materials prohibited. The following types of treatments and materials are prohibited.

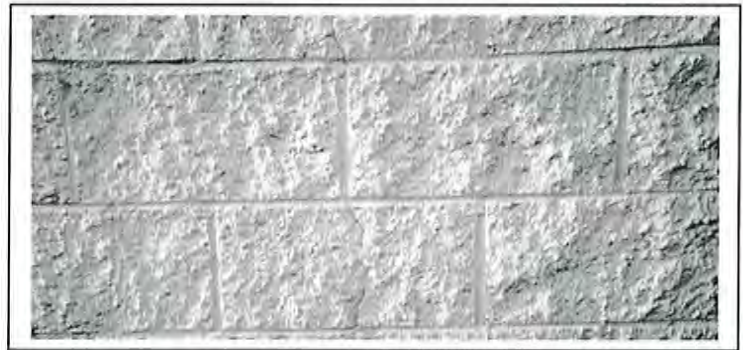
- 1) Exposed textured concrete block.
- 2) Flagstone or other applied stone products.
- 3) Precast concrete or decorative concrete panels.
- 4) Wood shakes.
- 5) Plywood paneling.

Figure 14.065-11: Exterior Wall Treatments and Materials Prohibited

Applied stone



Textured concrete



4. Roof Elements.

The following design standards apply to all dwelling unit types.

a. Roof design shall be one of the following:

- 1) Steep (minimum 5:12 pitch) gable with broad (minimum 1 foot) eaves;
- 2) Steep (minimum 5:12 pitch) hip with broad (minimum 1 foot) eaves; or
- 3) An "Italianate" style hip, gable, or cube roof with a minimum roof pitch of 4:12 and broad (minimum 1 foot) eaves.

Figure 14.065-12: Roof Design Permitted

Steep pitched hip roof with broad eaves and dormer elements



Italianate Roof



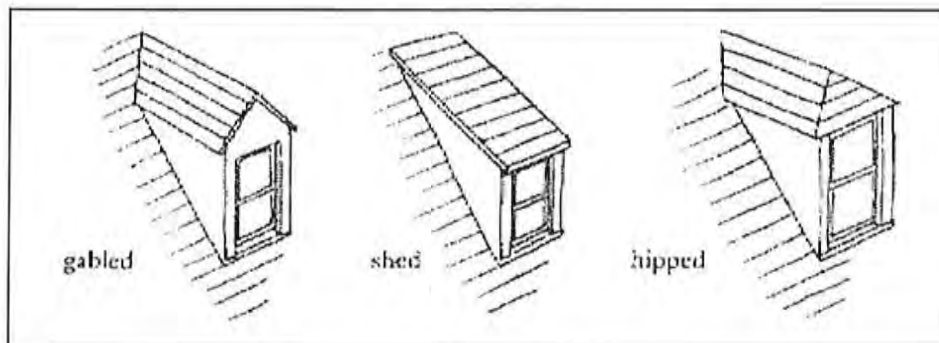
4) A roof may consist of sections of flat roof for up to 75% of the roof area.

b. Roof elements permitted. The following roof design elements are permitted.

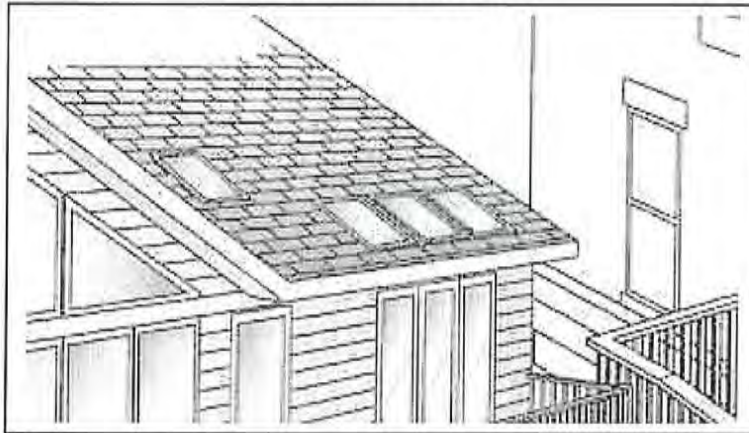
- 1) Dormers with gable, hip, or shed roofs.
- 2) Flat panel skylights or roof windows on secondary elevations.

Figure 14.065-13: Roof Elements Permitted

Gabled, shed, and hipped dormers



Flat panel skylights



- c. Roof elements prohibited. The following roof design elements are prohibited.
- 1) False mansard or other applied forms.
 - 2) Dome skylights.

Figure 14.065-14: Roof Elements Prohibited

False mansard roof

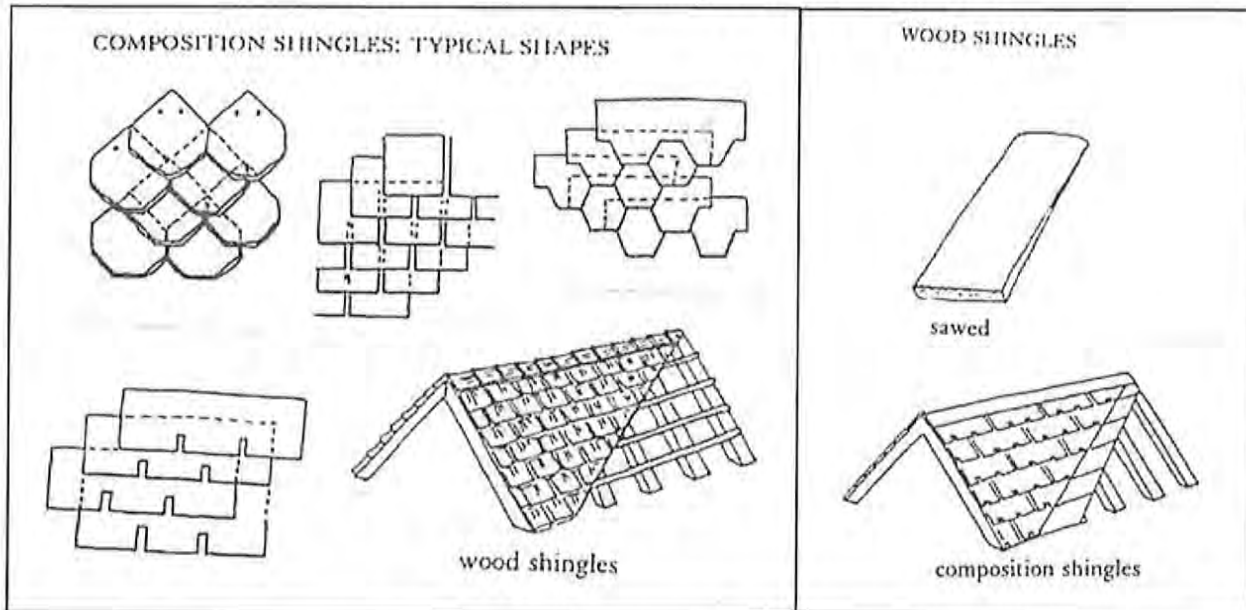


5. Roofing Materials.

The following design standards apply to all dwelling unit types.

- a. Roofing material. Roofing shall be one of the following materials:
- 1) Wood shingle; or
 - 2) Composition roofing; or
 - 3) Metal with no-profile seams or low-profile seams (less than 1/4 inch x 1 ¼ inch).

Figure 14.065-15: Roofing Material Permitted



- b. Roofing material color. Roofing material shall be gray, brown, dark green, black, or deep red. Other subdued colors may be approved by the Community Development Director.
- c. Roofing materials prohibited. The following roofing materials are prohibited.
- 1) High profile standing seam (1/4 inch x 1 ¼ inch or greater) metal roof.
 - 2) Brightly colored roofing material, as determined by the Community Development Director.

Figure 14.065-16: Roofing Material Prohibited

High profile metal seam roof



6. Signs.

Signs are subject to the sign provisions in Section 8.040 and 8.160.

7. Doors.

The following design standards apply to all dwelling unit types.

- a. Doors shall have at least one light (glass) panel.
- b. Sliding doors are not permitted on the ground floor of the front façade.
- c. All materials are permitted.
- d. Metal or metal-clad doors shall be painted.

8. Garage Doors.

The following design standards apply to attached and detached garages:

- a. Each garage door shall be a maximum of ten (10) feet in width and seven (7) feet in height.
- b. A minimum of 10% of each garage door shall be window panels, raised trim, or other architectural details.

Figure 14.065-17: Garage Doors Permitted



14.070. OTHER DEVELOPMENT STANDARDS.

A. The following development standards are applicable within the Civic Greenway Overlay Zone.

1. Floor area ratios.

Floor area ratio and height standards in Section 14.030(B)(1) and Section 14.030(B)(2) of the Gateway Overlay Zone do not apply to on-land development in the Civic Greenway Overlay Zone. Other use standards in Section 14.030 apply.

2. Exterior lighting.

Outdoor lighting shall be designed and placed so as not to cast glare into adjacent properties. Light fixtures shall be designed to direct light downward and minimize the amount of light directed upward. The Community Development Director may require the shielding or removal of such lighting where it is determined that existing lighting is adversely affecting adjacent properties or contributing to light directed into the night sky.

3. Fences.

Fences located between the River Trail and the Columbia River shall not exceed a height of three (3) feet.

14.075. LANDSCAPING.

A. Landscaping is required in the Civic Greenway Overlay Zone in accordance with the provisions in this Section and those in Section 3.120. The provisions in this Section apply to new construction or exterior renovations with a value of at least 20% of the assessed value of the structure, or in the event of installation of new parking areas

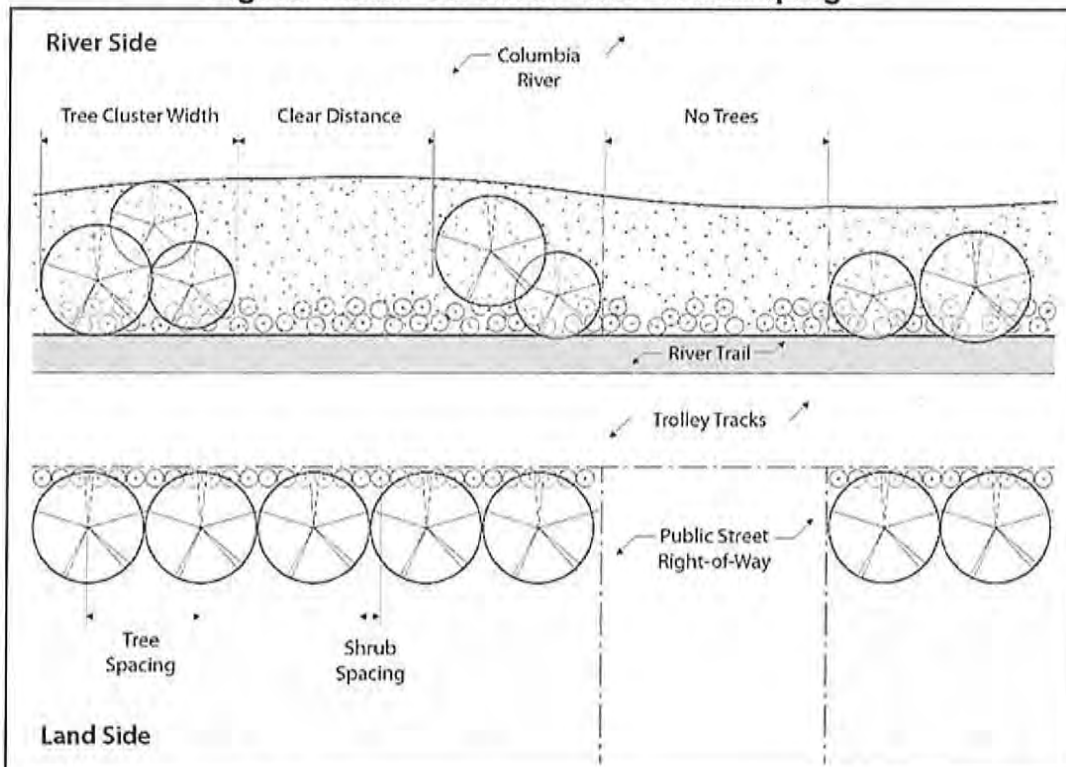
1. River side or riparian standards.

The following standards apply to required landscaping in the area between the River Trail and the shoreline, which is defined as the landward limit of Columbia River aquatic vegetation or, where aquatic vegetation is absent, the Mean Higher High Water.

a. Height and spacing.

- 1) Maximum shrub height is 30 inches.
- 2) Maximum width of clusters of trees is 50 feet.
- 3) Clusters of trees shall have a minimum of 50 feet clear between branches at maturity.
- 4) Trees are not permitted to be planted on the river side of the River Trail within the extended public right-of-way or view corridor extending from it for a distance of 70' centered on the right-of-way centerline.
- 5) Trees shall not exceed 35 feet in height at maturity
- 6) Maximum height of fences is three (3) feet.

Figure 14.065-18: River Side Landscaping



b. Native plants.

Landscaping shall consist of native plants from the list of recommended native trees, shrubs, grasses and groundcover listed in Section 14.075.B

below, or that are otherwise determined to be native plants. (*Flora of the Pacific Northwest* (1973) by Hitchcock & Conquist; *Gardening with Oregon Native Plants, West of the Cascades* (2008) by Oregon State University Extension Service, or a comparable document recommended by the City staff will be the reference for determining other native plants.)

The Community Development Director, or designee, may approve plants that are not native if it is determined that the plant better addresses environmental constraints, habitat value, transparency, height, resilience, and maintenance needs.

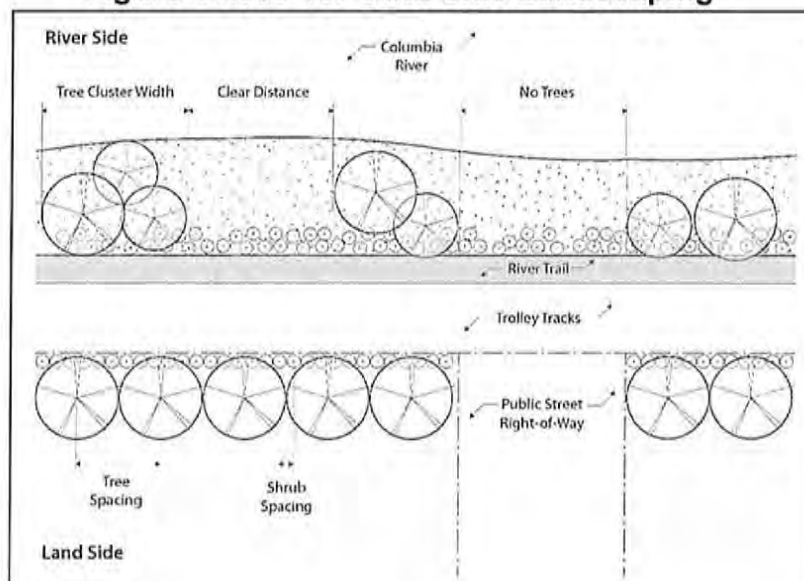
2. Land side or upland standards.

The following standards apply to required landscaping along the frontage of parcels abutting the River Trail to the south.

a. Height and spacing.

- 1) Maximum spacing of trees is 20 feet on center.
- 2) Maximum spacing of shrubs is five (5) feet on center.
- 3) Ground cover landscaping is required in between shrubs and trees.
- 4) Trees shall not exceed 35 feet in height at maturity

Figure 14.065-19: Land Side Landscaping



b. Parking area landscaping.

Landscaping required between parking areas, streets, and sidewalks in accordance with Section 3.120(A)(7) shall also be required between parking areas and the River Trail.

- c. Landscaping credits for non-vegetation features.
 - 1) The Community Development Director may approve non-vegetative features to account for up to 10% of required landscaping.
 - 2) The Community Development Director may approve installation of non-vegetative features within the public right-of-way and/or River Trail to account for up to 25% of required landscaping when the non-vegetative features include at least one of the following amenities meeting the City approved design:
 - (a) bike rack
 - (b) bench
 - (c) table
 - (d) drinking fountain
 - (e) directional or interpretive/information signage
 - (f) trash or recycling container
 - (g) lighting
 - (h) restroom
 - 3) An application proposing more than 25% of required landscaping be credited by non-vegetative features is subject to approval in accordance with procedures in Article 9 and Article 12.
 - 4) Non-vegetative features allowed in the public right-of-way and/or on the River Trail in lieu of required landscaping shall be maintained by the applicant. There shall be a maintenance agreement or other City approved agreement. Failure to maintain or loss of the non-vegetative feature will result in the requirement for installation of the landscaping in accordance with the Code at the time of the loss.

3. Street Trees.

Street trees are required to be planted within the right-of-way along both sides of the street in the Civic Greenway Overlay Zone in accordance with the provisions in this Section and those in Section 14.030(D).

- a. Maximum height for street trees along north-south streets between Marine Drive and the Columbia River is 45 feet.
- b. Street trees along north-south streets between Marine Drive and the Columbia River shall have narrow profiles and/or be pruned to a maximum width of 15 feet.

- c. Street trees along north-south streets between Marine Drive and the Columbia River shall be one of the columnar species listed below, unless otherwise approved by the Community Development Director.
- d. Required street trees shall be maintained by the adjacent property owner and/or other identified entity. There shall be a maintenance agreement or other City approved agreement.

B. Native Plants.

The following is a list of recommended native plants for use in the Astoria riverfront areas.

1. Trees

a. Native Trees

Acer circunatum - Vine Maple
Alnus rubra - Red Alder
Amelanchier grandiflora - Serviceberry
Malus fusca - Western Crabapple
Pinus contorta – Shore Pine
Rhamnus purshiana – Cascara

b. Street Trees - 15 feet diameter

Acer rubrum - Bowhall, R. Columnare
Fagus fastigiata - Dawyck Purple Beech

c. Trees for parking lots and other uses

Acer palmatum - Japanese maple varieties
Arbutus unedo - Strawberry Tree
Prunus serrulata - Kwanzan, Mt. Fuji, Shirofugen var.
Fraxinus pennsylvanica 'Patmore' - Raywood ash

2. Shrubs

a. Native Shrubs

Arbutus menziesii - madrone
Cornus sericea ssp. sericea - Red-osier Dogwood
Gaultheria shallon - salal
Oemleria cerasiformis - Indian Plum
Malus fusca - Western Crabapple
Myrica pacifica – Wax myrtle
Physocarpus capitatus - Pacific Ninebark
Prunus virginiana - Common Chokecherry

Ribes lobbii - Pioneer Gooseberry
Ribes sanguineum - Red Currant
Rosa gymnocarpa - Baldhip Rose
Rosa nutkana - Nootka Rose
Salix fluviatilis - Columbia River Willow
Salix hookeriana – Hookers Willow
Salix sessilifolia - Soft-leafed Willow
Salix sitchensis - Sitka Willow
Sambucus cerulea - Blue Elderberry
Sambucus racemosa - Red Elderberry
Spiraea douglasii - Douglas' Spirea
Symphoricarpos albus - Common Snowberry

b. Non-native shrubs – widely used ornamentals with many varieties in each of the following plant groups

Barberry
Ceanothus
Cistus
Chaenomeles (Flowering quince)
Escallonia
Euonymus
Fuschia (hardy)
Laurel – 'Schipka'
Rhododendron
Rosa rugosa
Salix purpurea – Alaska blue willow
Syringa vulgaris - Lilac
Viburnum (Hydrangea, etc)

3. Herbaceous Perennials, Grasses and Groundcover Plants

a. Natives

Adiantum pedatum - Northern Maidenhair Fern
Alopecurus geniculatus - Water Foxtail
Aquilegia formosa - Red Columbine
Angelica arguta - Sharptooth Angelica
Arnica amplexicaulis var. piperi - Claspig Arnica
Aruncus sylvester - Goatsbeard
Aster Aruncus subspicatus - Douglas' Aster
Athyrium filix-femina - Lady Fern
Blechnum spicant - Deer Fern
Boykinia occidentalis - Slender Boykinia
Cardamine oligosperma - Little Western Bittergrass
Carex deweyana ssp. leptopoda - Dewey's Sedge
Carex unilateralis - One-sided Sedge

Chrysosplenium glechomaefolium - Pacific Water-carpet
Claytonia perfoliata or *Montia perfoliata* - Miner's Lettuce
Corydalis scouleri - Western Corydalis
Cyperus aristatus - Awned flatsedge
Cyperus erythrorhizos - Red-Rooted flatsedge
Cyperus strigosus - Straw-colored flatsedge
Dicentra formosa - Pacific Bleedingheart
Dicentra formosa ssp. oregana - Oregon Bleeding Heart
Epilobium ciliatum spp. glandulosum - Common Willow-reed
Epilobium ciliatum spp. watsonii - Watson's Willow-reed
Festuca occidentalis - Western Fescue-grass
Festuca subuliflora - Coast Range Fescue-grass
Festuca subulata - Bearded Fescue-grass
Fragaria vesca var. bracteata - Wood Strawberry
Fragaria vesca var. crinita - Wood Strawberry
Galium trifidum - Small Bedstraw
Gentianella amerella spp. acuta - Northern Gentian
Geum macrophyllum - Oregon Avens
Heracleum lanatum - Cow-parsnip
Heuchera glabra - Smooth Alumroot
Heuchera micrantha - Smallflowered Alumroot
Juncus ensifolius - Dagger-leaf Rush
Lupinus rivularis - Stream Lupine
Mertensia platyphylla - Western Bluebells
Mitella pentandra - Five-stamened Mitrewort
Montia sibirica - Candy Flower
Oxalis trilliifolia - Trillium-leaved Wood-sorrel
Polypodium glycyrrhiza - Licorice Fern
Polystichum munitum - Sword Fern
Pteridium aquilinum - Bracken Fern
Pyrola asarifolia - Wintergreen
Scirpus cyperinus - Woolly Sedge
Streptopus amplexifolius - Claspingleaved Twisted-stalk
Tellima grandiflora - Fringecup
Thalictrum occidentale - Western Meadowrue
Tiarella trifoliata - Laceflower Trillium
Vancouveria hexandra - White Inside-out Flower
Viola glabella - Stream Violet

b. Non-native ornamentals

Alchemilla mollis – Lady's mantle
Aquilegia - Columbine
Ajuga
 Cranesbill geraniums
Digitalis – foxglove
Helebore

Heuchera – coral bells
Hosta
Lavandula - Lavender
Rosmarinus officinalis - Rosemary
Sedums
Thalictrum – meadow rue”

Section 19. Astoria Development Code Section 3.090 pertaining to Cottage Cluster Development is added to read as follows:

“3.090. COTTAGE CLUSTER DEVELOPMENT.

A. Purpose.

A cottage cluster development is a small cluster of dwelling units appropriately sized for smaller households and available as an alternative to the development of typical detached single-family and two-family homes on individual lots. Cottage cluster development is intended to address the changing composition of households, and the need for smaller, more diverse, and often, more affordable housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development.

B. Ownership and Parcelization.

Cottage cluster developments may be sited on one commonly owned parcel with individual cottages owned in a condominium, cooperative, or similar arrangement, or cottages may be on individual lots with shared amenities and facilities owned in common. Applicants must submit proof that a homeowner's association or other long-term management agreement will be established to ensure the maintenance of development elements in common ownership.

C. Review Procedures.

1. Applications for cottage cluster development on a single lot will be reviewed by the Community Development Director.
2. Applications for cottage cluster development involving creation of multiple lots shall be reviewed in accordance with Article 13, Subdivision.

D. Standards.

Cottage cluster developments are subject to the following standards:

1. Density.

Cottages may be built up to the density established for cottage cluster development in the underlying zone.

2. Number of cottages.

A cottage cluster development is composed of four (4) to twelve (12) dwelling units.

3. Cottage design.

The cottages in a cottage cluster development are subject to the following standards:

a. Maximum floor area.

The gross floor area of each cottage shall not exceed 1,250 square feet.

b. Maximum footprint:

The footprint of each cottage unit shall not exceed 800 square feet, or 1,200 square feet including a garage. A communal garage or parking structure is permitted, and is not subject to the maximum footprint requirements for cottages.

c. Average size.

The average size of all dwellings combined within a cottage cluster development will be less than 1,050 square feet.

d. Maximum height.

The height of each cottage shall be the same as required by the underlying zoning and applicable overlay zoning.

e. Placement.

If cottages differ in size, smaller cottages shall be located adjacent to or in closer proximity than larger cottages to the adjacent public street or River Trail to which the development is oriented.

f. Setbacks.

The setbacks from adjacent property lines along the perimeter of the cottage cluster development shall be the same as required by the underlying zone. The minimum distance between all structures, including accessory structures, shall be in accordance with building code requirements (at least six (6) feet spacing between buildings).

g. Private open space.

Each cottage may have private open space for the exclusive use of the cottage residents. Private open space does not count towards the required common open space.

h. Orientation of cottages.

Cottages shall be clustered around the common open space. Each cottage shall have a primary entrance and covered porch oriented to the common open space. All cottages shall be within 10 feet from the common open space, measured from the façade of the cottage to the nearest delineation of the common open space.

Lots in a cottage cluster development are not required to abut a public right-of-way, except that the parent parcel shall have frontage on a public right-of-way in accordance with Subsection D.8.a of this Section.

i. Common Open Space.

The design of the common open space shall not use unusable lot area or projections to meet the requirement for common open space. Unusable lot area includes, but is not limited to, foundation landscaping, enlarged or enhanced parking strips or sidewalks, narrow strips of land, or small dead zones of the lot.

j. Public street facing facades.

Cottages abutting a public right-of-way or River Trail shall have a secondary entrance or a porch, bay window, or other major architectural feature oriented to the public right-of-way or the River Trail. Garage or carport entrances may not face a public right-of-way or the River Trail.

k. Porches.

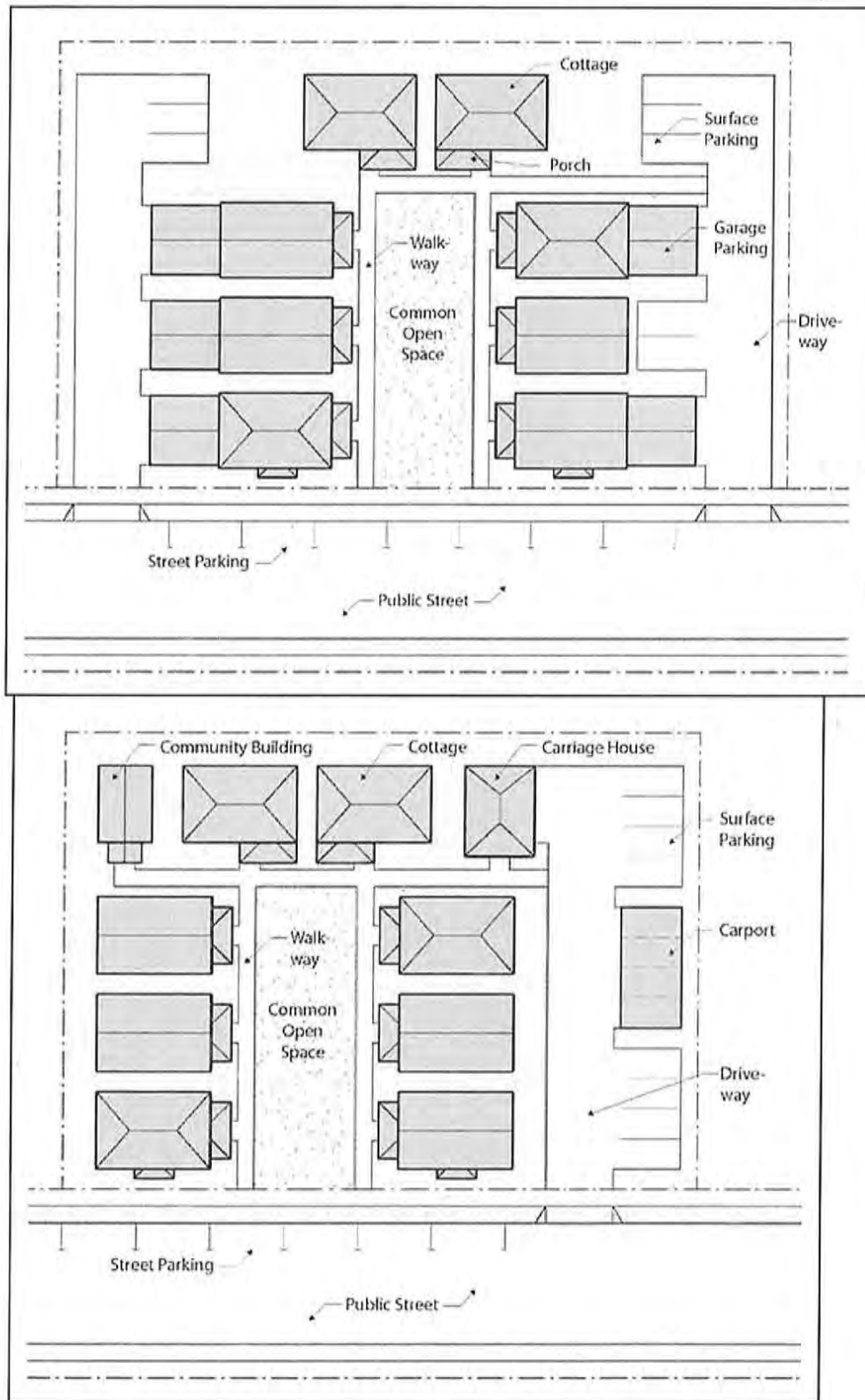
Each cottage shall have a covered open porch that shall be oriented toward the common open space and that shall be at least six (6) feet in depth measured perpendicular to the abutting building facade and at least 60 square feet in area.

4. Community buildings.

Cottage cluster developments may include community buildings that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. They shall have a footprint of no more than 800 square feet and may not exceed one story in height. Their design, including the roof lines, shall be similar to and compatible with that of the cottages within the cottage cluster development.

Figure 3.090-1: Cottage Cluster Development Layout

[Note: Two alternative layouts are included to illustrate key elements of the Cottage Cluster requirements.]



5. Common open space.

Cottage cluster developments shall have a common open space in order to provide a sense of openness and community of residents. Common open space is subject to the following standards:

- a. Each cottage cluster development shall contain a minimum 2,000 square feet of common open space regardless of the number of cottages in the cluster, and not less than 400 square feet of common open space per cottage.
- b. The common open space shall be in a single, contiguous, useable piece.
- c. Cottages shall abut the common open space on at least two sides of the open space.
- d. Parking areas, required yards, private open space, and driveways do not qualify as common open space.

7. Parking. Parking for a cottage cluster development is subject to the following standards:

- a. Minimum number of parking spaces.

Cottage cluster developments shall have at least one parking space for each unit with a gross floor area of 700 feet or less and 1.5 parking spaces for each unit with a gross floor area of 701 square feet or more (rounded up to the nearest whole number).

- b. Guest parking.

Cottage cluster developments shall have at least 0.5 additional guest parking spaces for each cottage in the development, rounded up to the nearest whole number. These spaces shall be clearly identified as being reserved for guests.

- c. Reduction in number of required parking spaces.

The required number of guest parking spaces may be reduced by the number of on-street parking spaces on public streets adjacent to and immediately abutting the cottage cluster development.

- d. Clustering and parking structures.

Parking areas may be arranged in clusters limited to no more than five contiguous spaces. Clustered parking areas may be covered. Up to two (2) carriage house dwelling units are permitted on the second floor of a

parking structure, with a maximum of one (1) carriage house dwelling unit per four (4) cottages (rounded to the nearest whole number). Parking structures may or may not be located on the same lot as the cottage they serve. Parking structures shall not be located within a common open space and are required to be screened from view from common open space areas.

e. Parking access.

Parking areas shall be accessed only by a private driveway or public alley. No parking space may access a public street directly. No parking space may be between a public street and cottages abutting the public street.

f. Design.

The design of garages, carports, and parking structures, including the roof lines, windows, and trim, shall be similar to and compatible with that of the cottages within the cottage cluster development.

g. Screening.

Landscaping or architectural screening at least three feet tall shall separate parking areas and parking structures from the common area and public streets. Solid fencing (e.g., board, cinder block) shall not be allowed as an architectural screen.

h. Location.

Parking can be grouped and located on a separate lot within 100 feet of an edge of the cottage cluster development.

8. Frontage, access, and walkways.

a. Frontage.

The parent parcel shall have frontage on a public street. If individual lots are created within the cluster development, each lot shall abut the common open space, but is not required to have public street frontage.

b. Access.

No part of any structure shall be more than 150 feet, as measured by the shortest clear path on the ground, from fire department vehicle access, unless the building has a fire suppression system.

c. Walkways.

A cottage cluster development shall have sidewalks abutting all public streets. A system of interior walkways shall connect each cottage to the common open space, parking areas, private driveways, any community buildings, the sidewalks abutting any public streets bordering the cottage cluster development, and other pedestrian or shared use facilities such as the River Trail. Sidewalks abutting public streets shall meet the width requirements established in the Astoria Engineering Design Standards, and interior walkways shall be at least four (4) feet in width.

9. Interior fences.

Fences on the interior of the cottage cluster development shall not exceed three (3) feet in height and shall not consist of solid (e.g., board, cinder block) fencing.

10. Existing structures.

On a lot or parcel to be used for a cottage cluster development, an existing detached single-family dwelling that may be nonconforming with respect to the requirements of this section may remain, but the extent of its non-conformity may not be increased. Such dwellings shall count towards the number of cottages allowed in the cottage cluster development.

F. Conflicts.

In the event of a conflict between this Section and other Sections of the Astoria Development Code, this Section shall control.”

Section 20. Astoria Development Code Section 1.300 pertaining to Establishment of Zones is hereby amended with the addition to read as follows:

“Civic Greenway Overlay	CGO
Compact Residential	CR”

Section 21. Astoria Development Code Section 8.160, pertaining to Sign Regulations is hereby deleted in its entirety and replaced to read as follows:

“8.160. R-1, R-2, R-3, CR, AH-MP, AND PD ZONES SIGN REGULATIONS.

For all uses and sites in the R-1 (Low Density Residential), R-2 (Medium Density Residential), R-3 (High Density Residential), Compact Residential (CR), AH-MP (Attached Housing - Mill Pond for residential uses), and PD (Planned Development) Zones, the sign regulations of Table 1 apply. All allowed signs must also be in conformance with the sign regulations of Sections 8.070 through 8.080.”

Section 22. Astoria Development Code Section 14.015 pertaining to General Provisions in the Gateway Overlay Zone is hereby amended with the addition to read as follows:

- "9. Civic Greenway Overlay Zone (CGO)
- 10. Compact Residential Zone (CR)"

Section 23. Section 3.190.F pertaining to Nonconforming Structures is added to read as follows:

"F. Reconstruction of Existing Non-Conforming Overwater Buildings

Nonconforming overwater buildings located between 16th and 41st Street within the Civic Greenway Overlay Area existing prior to 2013 may be rebuilt if unintentionally destroyed by any means to an extent exceeding 80% of its fair market value as indicated in Section 3.190.D, provided the reconstruction of the building complies with the following standards:

1. The building shall be rebuilt on the same location on the lot, or in compliance with the setback standards for the underlying zone. This does not allow any construction beyond the property lines; and
2. The square footage of the replacement structure and/or replacement uses does not exceed the square footage of the original structure and use classifications by more than 10%; and
3. The height of the building shall be the same or less than the existing building height prior to destruction; and
4. If the property is within an area subject to architectural design review standards, the design of the replacement structure shall comply with those architectural standards; and
5. Substantial construction of the building shall begin within two years of the date of destruction, unless an extension has been granted in accordance with Section 9.100; and
6. All other City and Building Codes relative to construction, including but not limited to, geologic concerns, stormwater management, grading, driveways, sidewalks, etc. shall apply."

Section 24. Section 3.180.D pertaining to Nonconforming Uses is added to read as follows:

"D. Reestablishment of Existing Non-Conforming Uses in Overwater Buildings

Nonconforming uses in overwater buildings located between 16th and 41st Street within the Civic Greenway Overlay Area existing prior to 2013 may be reestablished if the building housing the use is unintentionally destroyed by any means to an extent

exceeding 80% of its fair market value as indicated in Section 3.190.D, provided the reconstruction of the building complies with the standards in Section 3.190.F and reestablishment of the use occurs within one year of the completion of construction. Completion of construction shall be determined by issuance of a temporary and/or final Certificate of Occupancy from the Building Official.”

Section 25. The 1992 Astoria Land Use and Zoning Map is amended to rezone the following area to apply the Civic Greenway Overlay (CGO) Zone as indicated on the map shown as Attachment A and further described below:

The area is generally described as 16th to 41st Street north of Marine Drive / Lief Erikson Drive.

Section 26. The 1992 Astoria Land Use and Zoning Map is amended to rezone the following area to apply the Gateway Overlay (GO) Zone as indicated on the map shown as Attachment B and further described below:

The area is generally described as 16th to 41st Street north of Marine Drive/Lief Erikson Drive, and generally the area south of Marine Drive from 16th Street to mid block between Exchange Street / Franklin Avenue, then south to Franklin Avenue, then east on Franklin Avenue to 19th Street, then south on 19th Street to mid block Franklin Avenue / Grand Avenue, then east on Grand Avenue to mid block 20th/21st Street, then north to Franklin Avenue, then east to 23rd Street, then north to Marine Drive.

Section 27. Section 9.100.B, Permit Extensions, is amended to read as follows:

“Permit extension may be granted for all land use permits. Extensions may also be granted for time limits applicable to non-conforming buildings and/or non-conforming uses located over water between 16th and 41st Streets as described in Sections 3.180.D and 3.190.F. One year extensions may be granted in accordance with the requirements of this Section as follows:”

Section 28. 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

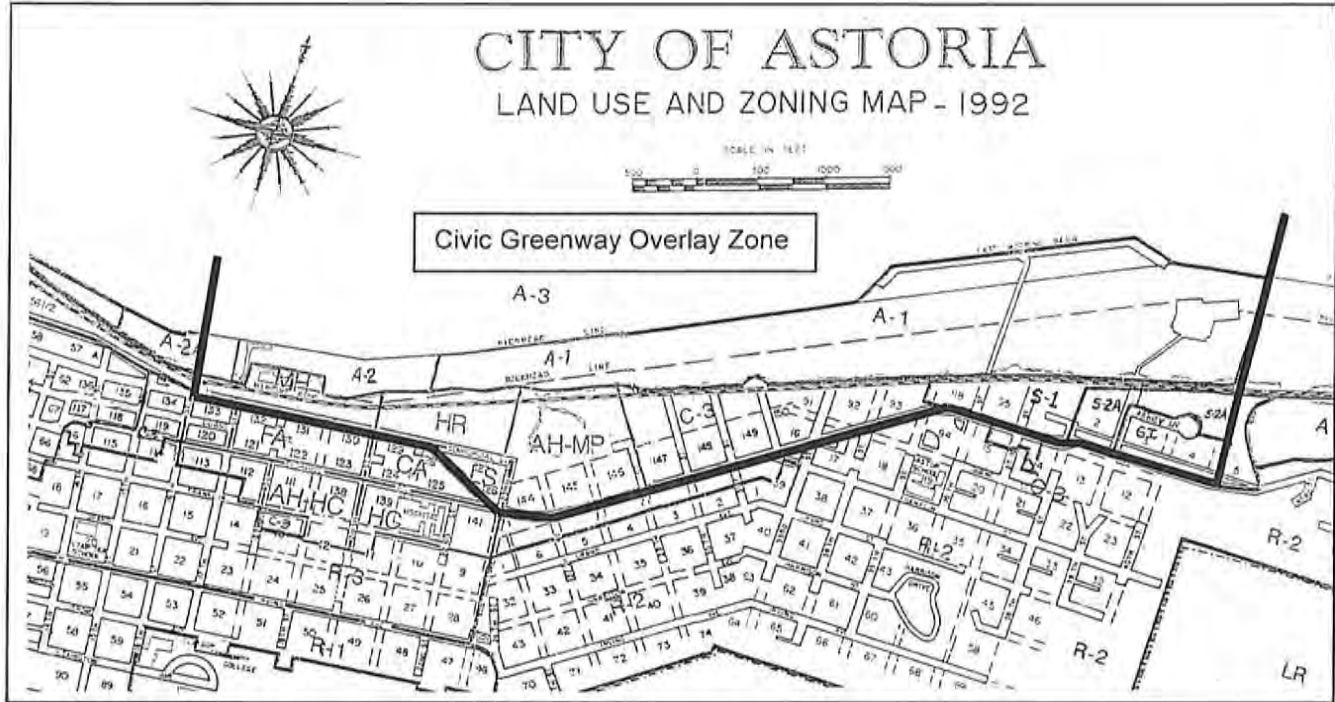
ABSENT

Commissioner LaMear
Herzig
Mellin
Warr

Mayor Van Dusen

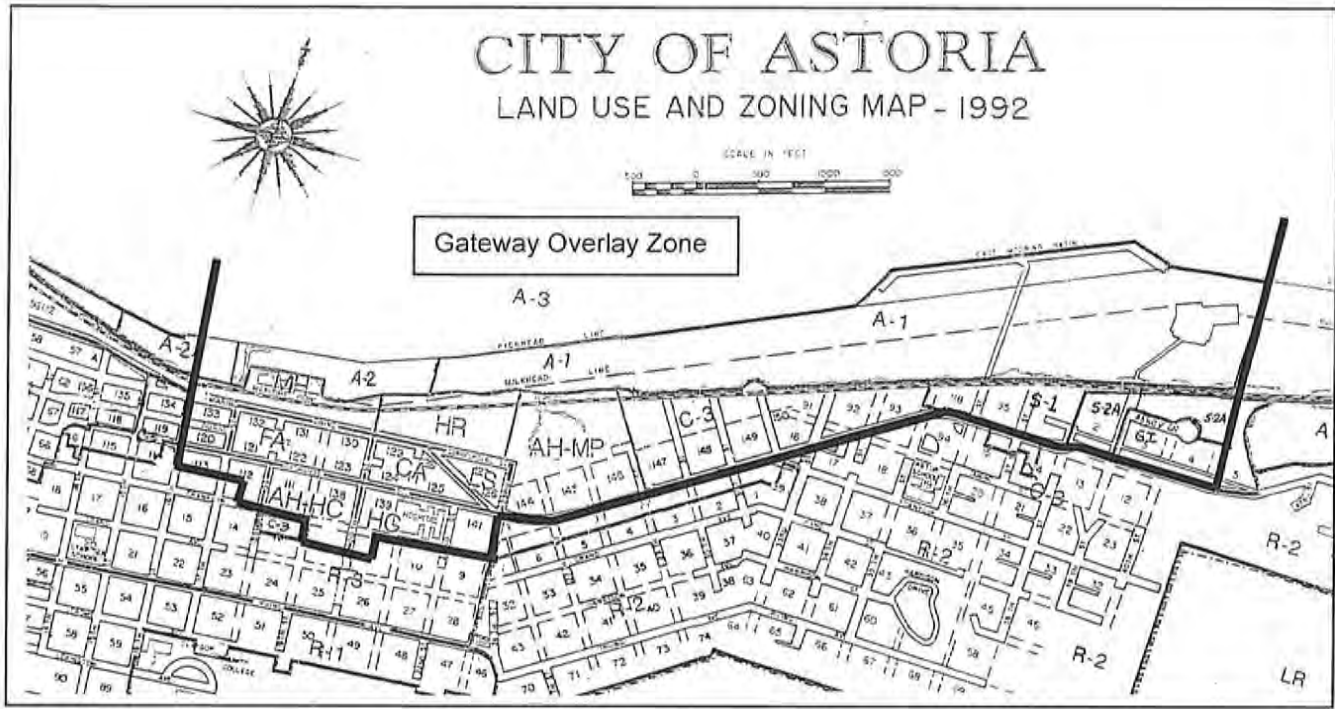
Ordinance 14-____ - Attachment A

CIVIC GREENWAY OVERLAY ZONE



Ordinance 14-____ - Attachment B

GATEWAY OVERLAY ZONE (GO)





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

September 10, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN
IMPLEMENTATION ORDINANCES

BACKGROUND

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Port/Smith Point to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 41st Street), and Neighborhood Greenway (41st Street to east end of Alderbrook Lagoon).

The first step in the process to implement the Riverfront Vision Plan is to address the Civic Greenway Plan Area, generally located from Columbia River Maritime Museum to 41st Street at Abbey Lane and the River to Marine / Lief Erikson Drive. The Planning Commission held five public work sessions (October 22, 2013, December 3, 2013, January 7, 2014, January 28, 2014, February 25, 2014) on the draft amendments with notifications to the general public and to individuals who expressed interest in the Riverfront Vision Plan or implementation process. A presentation to the City Council on the progress made to date was held on April 7, 2014. The work sessions have been well attended.

The RVP for the Civic Greenway Planning Area identified Land Use Assumptions and Objectives which state that *"It is expected that large amounts of overwater development will not occur in the Civic Greenway ..."* The objectives include:

- Protect river vistas to maintain physical and visual connections to the river.
- Create and enhance open spaces which provide views of the river.
- Encourage maritime related uses consistent with Astoria's working riverfront such as docks, piers and associated uses.
- Create a modest scale residential and mixed use development east of Mill Pond.
- Architectural design standards or design review is recommended for all future development in this area.

Implementation of recommendations from the Riverfront Vision Plan in the Civic Greenway Plan Area will take the form of both map amendments and code amendments.

The Planning Commission held a public hearing at the May 27, 2014 and June 24, 2014 APC meetings. At its July 22, 2014 meeting, the Astoria Planning Commission unanimously recommended that the City Council adopt the proposed amendments. A public hearing on the Amendment was held at the August 18, 2014 City Council meeting. The Council closed the public hearing and held a first reading of the text and map amendment ordinance. As noted in the August 25, 2014 memo, the City Attorney advised that since the Council had made several substantial changes to the ordinance as presented, that a new first hearing needed to be held. The Council held the additional first reading of the ordinance at their September 2, 2014 meeting.

At the August 18, 2014 meeting, Council requested that staff add language to the ordinance to address potential non-conformity of the existing over-water buildings and uses within the Civic Greenway area. Staff was directed to add proposed language concerning the proposed East Basin Plan District, eliminate "eating and drinking establishments" as an allowable over-water use, and include a clarification that variances from the height requirement would not be allowed within 500 feet of the shore (including the area around the East End Mooring Basin). Furthermore, Council did not hold a first reading of an associated map amendment to apply the Compact Residential (CR) Zone to the north half of the blocks between 30th and 32nd Streets.

At the September 2, 2014 meeting, the Council directed staff to exclude coal, oil, and liquefied natural gas from the list of allowable over-water uses. In developing the proposed language, it was recommended that the terms "fossil fuel and petroleum product" be used to encompass all forms of these products so that it is clear what is being prohibited. This change can be found on pages 10 and 12 of the draft ordinance. In addition, the description of the overlay zone boundaries was added on page 49 of the draft ordinance along with the attached zone map amendments.

As of the September 2nd meeting, proposed map amendments will include:

1. Extend the Gateway Overlay (GO) Zone to cover the Civic Greenway Plan Area.
2. Apply the new Civic Greenway Overlay (CGO) Zone to the Civic Greenway Plan Area.

Proposed text/code amendments will include:

1. Add a new Compact Residential (CR) Zone to allow for smaller cottage cluster development on the land side of the River Trail in the Civic Greenway Area. As noted earlier, the first reading to adopt the map amendment to apply the CR zone was not held.
2. Add a new Civic Greenway Overlay Zone to address the standards for:
 - over-water and waterfront development including building height, building mass, width of structures, allowable uses, landscaping, and public access to the water, etc.;
 - land side development including building heights, setback, stepback, and landscaping; and
 - river access requirements.
3. Add new provisions for Cottage Cluster Development detailing the location, size, orientation, public open space, etc. for compact residential development.
4. Add new "clear and objective" design standards for residential uses in the Gateway Overlay Zone and Civic Greenway Area.

5. Make "housekeeping" amendments related to the new CR Zone and CGO Zone. This will include renumbering the Gateway Zones to Article 2 and renumbering all Overlay Zones to Article 14.

A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission is attached. Also attached are the subsequent memos from staff which are included as part of the Findings of Fact proposed for adoption by the City Council.

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 A14-02 to the Development Code and Astoria Land Use and Zoning Map and adopt the Ordinance."

By:



Rosemary Johnson, Planner



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

August 25, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN
IMPLEMENTATION ORDINANCES

BACKGROUND

At its August 18, 2014 meeting, the City Council held a public hearing on the Amendment to implement the Riverfront Vision Plan in the Civic Greenway Area between 16th and 41st Streets. The Port requested that the City consider adding language to the draft ordinance to establish a process for adoption of an East Basin Plan District to allow flexibility in the proposed codes for the area between 35th and 41st Street for the East End Mooring Basin. In addition, at the meeting, staff proposed language to address potential non-conformity of the existing over-water buildings and uses within the Civic Greenway Area. Staff also clarified that a variance from height would not be allowed within 500' of the shore in the Port area. The Council closed the public hearing and made several changes to the draft ordinance as presented. Council agreed that the Plan District area should be included for the land and water area between 35th and 39th Street, and the water area between 39th and 41st Street. At the Council's direction staff also eliminated "eating and drinking establishments" as an allowable use over-water.

With the proposed East Basin Plan District addition by the Port, the following is an addendum to the Findings of Fact for approval of the proposed amendment.

- C. Section 10.070(A)(1) concerning Text Amendments, requires that *"The amendment is consistent with the Comprehensive Plan."*
5. CP.020(2), Community Growth, Plan Strategy, states that *"New small scale industrial growth will be encouraged on the scattered sites identified in the Economic Section of the Plan. Major port development will be encouraged at the existing Port docks and at the East End Mooring Basin. North Tongue Point is considered a major deep draft port expansion area for use as a cargo handling and shipping facility. South Tongue Point is primarily designated for multiple water-dependent uses requiring medium draft water access."*

Finding: The City Council finds that the land and water area between 35th and 39th Street and the water area between 39th and 41st Street are located in the general area of the East End Mooring Basin and may be considered for development under an East Basin Plan District in the future. This area is generally controlled by the Port

of Astoria, private owners, and leased submerged lands from the Department of State Lands. While a Plan District does not exist at this time, an amendment to the Development Code may be considered in the future that would address any special characteristics or problems of the area with potential new development standards for specific development projects. The proposed Code language would establish criteria and the process for approving future review of a potential Plan District. The proposed amendment supports this Comprehensive Plan Section.

The Council closed the public hearing and held a first reading of the ordinance by title only. After the meeting, the City Attorney advised staff that since there were a number of changes to the proposed text of the ordinance, that the changes would have had to be read in full and not just by title, or that the City Council would need to conduct a new first reading after the revised draft was available to the public as required by City Charter Section 8.2 concerning ordinance adoption by Council. Since that meeting, the revised draft has been available at City Hall and was included in the City Council packet. Therefore, it would be in order for the Council to hold another first reading of the ordinance by title only.

RECOMMENDATION

It is recommended that the Council consider adoption of the ordinances as amended. If the Council is in agreement with the recommendation of the Planning Commission as amended by City Council, it would be in order for Council to hold a first reading of the Ordinance to amend the Astoria Development Code Pertaining to the Civic Greenway Area issues.



By:

Rosemary Johnson, Planner



CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

August 8, 2014

TO: MAYOR AND ASTORIA CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN IMPLEMENTATION ORDINANCES

BACKGROUND

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Port/Smith Point to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 41st Street), and Neighborhood Greenway (41st Street to east end of Alderbrook Lagoon).

During the Plan development, four community-wide forums, three open houses, and numerous community meetings were held at various locations within the four Plan areas. In addition, staff and/or consultants conducted stakeholder interviews, distributed and tabulated surveys. Development of the Vision Plan was structured to gain as much public input as possible. On December 7, 2009, after holding a final public hearing, the City Council accepted the Riverfront Vision Plan. For Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015 the City Council set goals regarding implementation of the Riverfront Vision Plan.

On October 22, 2012, the City was notified that an application to the Department of Land Conservation and Development (DLCD) to fund code writing activities for up to two areas of the Riverfront Vision Plan was approved. The funding would be a Transportation Growth Management (TGM) grant through the Oregon Department of Transportation (ODOT). Under the TGM program, no cash is provided to the City and ODOT uses the services of planning firms already under contract with ODOT. The proposed Code Assistance Project is for the implementation phase of the Astoria Riverfront Vision Plan. Phase 1 of the project would develop land use codes and/or new zones for the Civic Greenway Plan Area. Phase 2 of the project would develop land use codes and/or new zones for the Bridge Vista Plan Area, contingent upon available funds as approved by TGM staff.

The consultant team identified to work on this project is Angelo Planning Group. One of the project team members is Matt Hastie, who was directly involved in development of the Riverfront Vision Plan. The scope of work for the TGM grant included public involvement opportunities held during Planning Commission work sessions. The final product would be code amendments and land use

zoning map amendments which are being presented to the City Council for consideration of adoption. There would be two separate approval processes for Phase 1 and Phase 2. The first step in this process is to address the Civic Greenway Plan Area, generally located from Columbia River Maritime Museum to 41st Street at Abbey Lane and the River to Marine / Lief Erikson Drive. After reviewing the Code Evaluation Report, the Astoria Planning Commission and the project team began drafting preliminary code amendment language to address selected code issues for the Civic Greenway Plan Area. The team divided the amendments into three sections to allow for adequate review of the draft code amendments with the Planning Commission and public. The Planning Commission held five public work sessions (October 22, 2013, December 3, 2013, January 7, 2014, January 28, 20, February 25, 2014) on the draft amendments with notifications to the general public and to individuals who expressed interest in the Riverfront Vision Plan or implementation process. A presentation to the City Council on the progress made to date was held on April 7, 2014. The work sessions have been well attended.

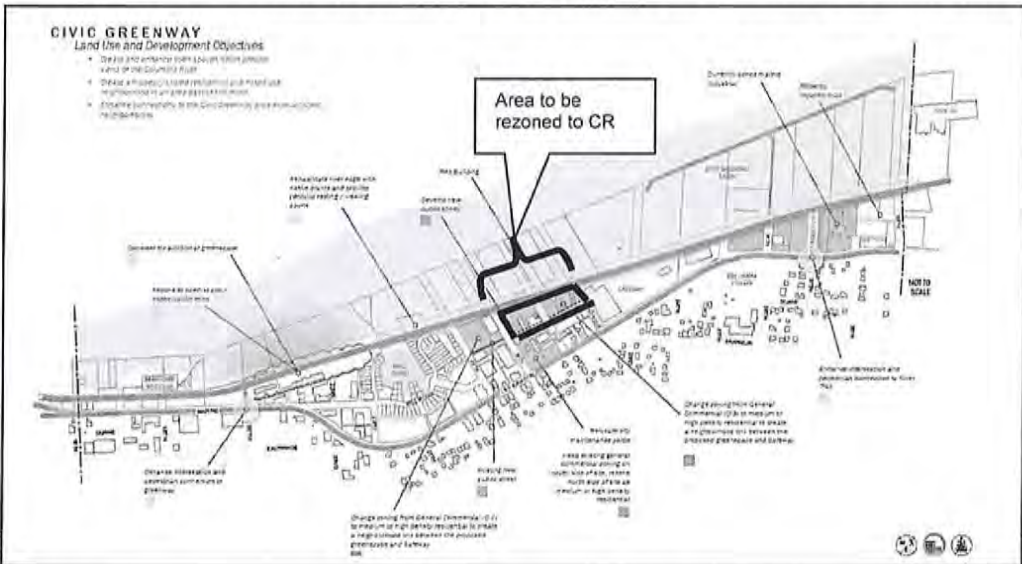
The RVP for the Civic Greenway Planning Area identified Land Use Assumptions and Objectives which state that *"It is expected that large amounts of overwater development will not occur in the Civic Greenway ..."* The objectives include:

- Protect river vistas to maintain physical and visual connections to the river.
- Create and enhance open spaces which provide views of the river.
- Encourage maritime related uses consistent with Astoria's working riverfront such as docks, piers and associated uses.
- Create a modest scale residential and mixed use development east of Mill Pond.
- Architectural design standards or design review is recommended for all future development in this area.

Throughout the RVP implementation process, the Planning Commission (APC) focused on these Assumptions and Objectives and did not attempt to change the Vision Plan as adopted. There was discussion and public comment during the work sessions on the interpretation of these objectives. Implementation of recommendations from the Riverfront Vision Plan in the Civic Greenway Plan Area will take the form of both map amendments and code amendments.

Proposed map amendments will include:

1. Rezone the northern half of the blocks between 30th Street and 32nd Street from C-3 (General Commercial) to the new Compact Residential Zone (CR).
2. Extend the Gateway Overlay (GO) Zone to cover the Civic Greenway Plan Area.
3. Apply the new Civic Greenway Overlay (CGO) Zone to the Civic Greenway Plan Area.



Proposed text/code amendments will include:

1. Add a new Compact Residential (CR) Zone to allow for smaller cottage cluster development on the land side of the River Trail in the Civic Greenway Area.
2. Add a new Civic Greenway Overlay Zone to address the standards for:
 - over-water and waterfront development including building height, building mass, width of structures, allowable uses, landscaping, and public access to the water, etc.;
 - land side development including building heights, setback, stepback, and landscaping; and
 - river access requirements.
3. Add new provisions for Cottage Cluster Development detailing the location, size, orientation, public open space, etc. for compact residential development.
4. Add new "clear and objective" design standards for residential uses in the Gateway Overlay Zone and Civic Greenway Area.
5. Make "housekeeping" amendments related to the new CR Zone and CGO Zone. This will include renumbering the Gateway Zones to Article 2 and renumbering all Overlay Zones to Article 14.

At the last Planning Commission (APC) meeting, the APC directed staff to have a landscaper review the proposed landscape material and revise the list to best address the desires of the proposed code language. Staff had that section reviewed and have revised the list of plant materials which has been incorporated into the draft code amendment presented to the Council.

The Planning Commission held a public hearing at the May 27, 2014 and June 24, 2014 APC meetings. At its July 22, 2014 meeting, the Astoria Planning Commission unanimously recommended that the City Council adopt the proposed amendments. A copy of the Staff Report and Findings of Fact as adopted by the Planning Commission is attached. Also attached to this memo are the proposed ordinances, minutes of the meetings, and public comments received. A public hearing on the Amendment has been advertised and is scheduled for the August 18, 2014 City Council meeting.

RECOMMENDATION

It is recommended that the Council hold a public hearing and consider adoption of the ordinances. If the Council is in agreement with the recommendation of the Planning Commission, it would be in order for Council to hold a first reading of the two separate Ordinances as follows:

1. Amending the Astoria Development Code Pertaining to the Civic Greenway Area issues
2. Amending the Astoria Land Use and Zoning Map to rezone an area from C-3 (General Commercial to CR (Compact Residential



By:

Rosemary Johnson, Planner



CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

July 15, 2014

TO: ASTORIA PLANNING COMMISSION
FROM: ROSEMARY JOHNSON, PLANNER
SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN
IMPLEMENTATION ORDINANCE

Background

At its June 24, 2014 meeting, the Astoria Planning Commission closed the public hearing on the Amendment Request (A14-02) concerning the implementation ordinance for the Civic Greenway Area of the Riverfront Vision Plan. Since the public hearing was closed, any written testimony received since the last meeting will not be transmitted to the Commission along with this memorandum. Letters received since the last APC meeting will be presented to the City Council for their consideration at a City Council public hearing on this matter.

At the June 24 meeting, the APC determined that there was general consensus on the issues related to on-land development including the design guidelines and standards, landscaping, Compact Residential Zone, cluster development, and other site development standards. The APC recommended City Council approval on the portion of the ordinance concerning the land area of the proposed amendments. However, there were several issues concerning the over-water standards that the APC determined needed additional discussion at the next meeting.

The following is a list of the key issues that were still pending after that meeting.

1. Height of development over-water

It was generally agreed that "top of bank" should be the maximum height for over-water development for much of the Plan area. The majority of Commissioners agreed that no variance from that height limitation should be established for portions of the area. There was discussion as to whether the "no variance" option should apply to 16th to 31st/35th Street or if it should apply to the entire area 16th to 41st Street. The proposed ordinance states that no variance may be granted to the bank height limitation for the entire area.

2. Development at the East End Mooring Basin

The draft ordinance proposes exceptions to building height, size, and width for development 500' from the shoreline between 35th and 41st Streets. This would allow for some development in this area while preserving the broad vistas and views for the majority of the Civic Greenway Area.

3. Restaurants

The APC was split on the concept of allowing restaurants to be constructed over-water in the 35th to 41st Street area. The majority of APC members agreed that a restaurant could be allowed if it is associated with a water-dependent use. The draft ordinance includes restaurants associated with a water-dependent use as an allowable use.

4. Land Development North of the Railroad / River Trail Property

Towards the end of the last meeting, the APC agreed that on-land development north of the Railroad / River Trail Property would have the same impact as over-water development in that same area. It was agreed that the over-water development standards would also apply to this shoreline land area. There are very few areas that could accommodate on-land development. The draft ordinance includes language to include the land area north of the River Trail to be subject to the same standards as over-water development in that area.

After the meeting, staff realized that one land area north of the River Trail is already developed with the Columbia River Maritime Museum (CRMM). This is the largest land area north of the River Trail. Therefore, the draft ordinance has been amended to state *"The Overwater Development standards shall also apply to on-land development north of the River Trail / 50' wide railroad line property between 19th and 41st Streets."* This draft would exclude the land area between 16th and 19th Street from the overwater standards. All other standards for development of this site would apply.

Recommendation

Staff recommends that the APC approve the draft ordinance and adopt the Findings of Fact to recommend that the City Council approve the Amendment Request. A public hearing will be held at the City Council meeting prior to their decision on adoption.

This memo is incorporated as part of the Findings of Fact on Amendment A14-02.



CITY OF ASTORIA
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COMMUNITY DEVELOPMENT

July 15, 2014

TO: ASTORIA PLANNING COMMISSION

FROM: ROSEMARY JOHNSON, PLANNER

SUBJECT: AMENDMENT REQUEST (A14-02) ON RIVERFRONT VISION PLAN
IMPLEMENTATION ORDINANCE

I. BACKGROUND SUMMARY

A. Applicant: Community Development Department
City of Astoria
1095 Duane Street
Astoria OR 97103

B. Request: Amend the Development Code and Zoning map to implement the Riverfront Vision Plan in the Civic Greenway Area (16th to 41st Streets, Marine Drive to the Columbia River); add Compact Residential zone; add Civic Greenway Overlay zone; add clear and objective design standards for residential development; renumber several zones and overlay zone; misc. related changes with new code references; and rezone the area on the north half of the blocks between Marine Drive and the Columbia River from 30th to 32nd Streets, from the C-3 (General Commercial) zone to CR (Compact Residential) zone.

C. Location: City-wide

II. BACKGROUND

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation issues along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista (Port/Smith Point to 2nd Street), Urban Core (2nd to 16th Street), Civic Greenway (16th to 41st Street), and Neighborhood Greenway (41st Street to east end of Alderbrook Lagoon).

During the Plan development, four community-wide forums, three open houses, and numerous community meetings were held at various locations within the four Plan areas. In addition, staff and/or consultants conducted stakeholder interviews, distributed and tabulated surveys. Development of the Vision Plan was structured to gain as much public input as possible. On December 7, 2009, after holding a final public hearing, the City Council accepted the Riverfront Vision Plan. For Fiscal Years 2011-2012, 2012-2013, and 2013-2014, the City Council set goals to "Implement Riverfront Vision Plan on a Zone by Zone Basis."

At its August 2, 2012 meeting, the City Council approved submittal of a funding application to the Department of Land Conservation and Development (DLCDD) to fund code writing activities for up to two areas of the Riverfront Vision Plan. The funding would be a Transportation Growth Management (TGM) grant through the Oregon Department of Transportation (ODOT). On October 22, 2012, the City was notified that the project had been approved for funding. Under the TGM program, no cash is provided to the City and ODOT uses the services of planning firms already under contract with ODOT.

The proposed Code Assistance Project is for the implementation phase of the Astoria Riverfront Vision Plan. Phase 1 of the project would develop land use codes and/or new zones for the Civic Greenway Plan Area. Phase 2 of the project would develop land use codes and/or new zones for the Bridge Vista Plan Area, contingent upon available funds as approved by TGM staff.

The consultant team identified to work on this project is Angelo Planning Group. One of the project team members is Matt Hastie, who was directly involved in development of the Riverfront Vision Plan. The project includes public involvement opportunities held during Planning Commission work sessions. The final product would be code amendments and land use zoning map amendments which would ultimately be presented to the City Council for consideration of adoption. There would be two separate approval processes for Phase 1 and Phase 2.

As a first step in this process to address the Civic Greenway Plan Area, the project team prepared a Code Evaluation Report summarizing development code issues to be addressed in drafting amendments. The Civic Greenway Plan Area is generally located from Columbia River Maritime Museum to 41st Street at Abbey Lane and the River to Marine / Lief Erikson Drive. After reviewing the Code Evaluation Report, the Astoria Planning Commission and the project team began drafting preliminary code amendment language to address selected code issues for the Civic Greenway Plan Area. The team divided the amendments into three sections to allow for adequate review of the draft code amendments with the Planning Commission and public. The Planning Commission held five public work sessions (October 22, 2013, December 3, 2013, January 7, 2014, January 28, 20, February 25, 2014) on the draft amendments with mailed, e-mailed, and published notification to the general public and to anyone who has expressed interest in the Riverfront Vision Plan or implementation process. A presentation to the City Council on the progress made to date was held on April 7, 2014. The work sessions have been well attended.

The RVP for the Civic Greenway Planning Area identified Land Use Assumptions and Objectives which state that *"It is expected that large amounts of overwater development will not occur in the Civic Greenway ..."* The objectives include:

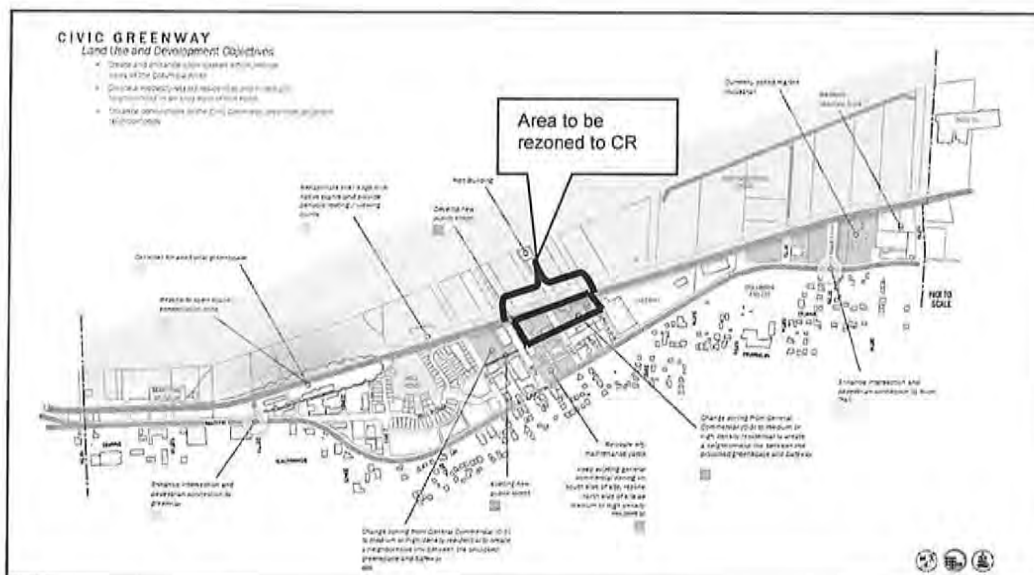
- Protect river vistas to maintain physical and visual connections to the river.
- Create and enhance open spaces which provide views of the river.
- Encourage maritime related uses consistent with Astoria's working riverfront such as docks, piers and associated uses.
- Create a modest scale residential and mixed use development east of Mill Pond.
- Architectural design standards or design review is recommended for all future development in this area.

Throughout the RVP implementation process, the Planning Commission (APC) focused on these Assumptions and Objectives and did not attempt to change the Vision Plan as adopted. There was discussion and public comment during the work sessions on the interpretation of these objectives.

At work sessions through Commissioner feedback and straw votes, the Planning Commission ultimately developed a set of proposed amendments to implement the Civic Greenway Plan Area. Implementation of recommendations from the Riverfront Vision Plan in the Civic Greenway Plan Area will take the form of both map amendments and code amendments.

Proposed map amendments will include:

1. Rezone the northern half of the blocks between 30th Street and 32nd Street from C-3 (General Commercial) to the new Compact Residential Zone (CR).
2. Extend the Gateway Overlay (GO) Zone to cover the Civic Greenway Plan Area.
3. Apply the new Civic Greenway Overlay (CGO) Zone to the Civic Greenway Plan Area.



Proposed text/code amendments will include:

1. Add a new Compact Residential (CR) Zone to allow for smaller cottage cluster development on the land side of the River Trail in the Civic Greenway Area.
2. Add a new Civic Greenway Overlay Zone to address the standards for:
 - over-water and waterfront development including building height, building mass, width of structures, allowable uses, landscaping, and public access to the water, etc.;
 - land side development including building heights, setback, stepback, and landscaping; and
 - river access requirements.
3. Add new provisions for Cottage Cluster Development detailing the location, size, orientation, public open space, etc. for compact residential development.
4. Add new "clear and objective" design standards for residential uses in the Gateway Overlay Zone and Civic Greenway Area.
5. Make "housekeeping" amendments related to the new CR Zone and CGO Zone. This will include renumbering the Gateway Zones to Article 2 and renumbering all Overlay Zones to Article 14.

III. PUBLIC REVIEW AND COMMENT

A. Astoria Planning Commission

A public notice was mailed to Neighborhood Associations, various agencies, and interested parties on May 2, 2014. In accordance with ORS 227.186(5), a notice was mailed on May 2, 2014 to all property owners within the area and within 250' of the area proposed for the code and map amendments advising that ". . . the City of Astoria has proposed a land use regulation that may affect the permissible uses. . ." of their or other property. In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on May 20, 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 public hearing was opened at the May 27, 2014 APC meeting and was continued to and closed at the June 24, 2014 meeting.

The APC's recommendation will be forwarded to the City Council for public hearing tentatively at the August 18, 2014 City Council meeting.

B. City Council

Should the APC make a recommendation at their July 22, 2014 meeting, a public notice will be mailed to Neighborhood Associations, various agencies, and interested parties on July 25, 2014 for a public hearing at the City Council meeting on August 18, 2014. In accordance with Section 9.020, a notice of public hearing

will be published in the Daily Astorian on August 11, 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.*
2. *A zone change action that the Community Development Director has designated as legislative after finding the matter at issue involves such a substantial area and number of property owners or such broad public policy changes that processing the request as a quasi-judicial action would be inappropriate."*

Finding: The proposed amendment is to amend the text of the Astoria Development Code Article 2 concerning Use Zones, and Article 14 concerning Overlay Zones. The amendment would create new overlay zone standards. The request is also to amend the Astoria Land Use and Zoning Map to create a new Compact Residential (CR) Zone. The Code is applicable to a large area of the City. Processing as a legislative action is appropriate.

- C. Section 10.070(A)(1) concerning Text Amendments, 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 City adopted the Riverfront Vision Plan in 2009 to address the changing needs and desires of the citizens concerning Riverfront development and the need to protect the environment. The City Council directed staff to initiate Development Code amendments to implement the Plan recommendations. The renumbering of various sections of the Code creates a more useable format for the Development Code sections.

2. CP.010(2), Natural Features states that *"The City will cooperate to foster a high quality of development through the use of flexible development*

standards, cluster or open space subdivisions, the sale or use of public lands, and other techniques. Site design which conforms with the natural topography and protects natural vegetation will be encouraged. Protection of scenic views and vistas will be encouraged."

Finding: The proposed amendments will implement the Riverfront Vision Plan for the Civic Greenway Area. The amendments include design standards for development, protection of scenic views and vistas, and the development of a Compact Residential Zone and new cluster development standards.

3. CP.010(3), Natural Features states that *"Density of housing developments in a planned unit or cluster subdivision will be consistent with the density of the zone in which it is located; however, a mixture of housing types will be encouraged in order to promote diverse neighborhoods and to preserve open space."*

Finding: The proposed cluster development standards and new CR Zone allow for a mixture of housing types and encourages a compact neighborhood that preserves communal open space as well as protects the Riverfront open space vistas and views. The density of the CR Zone is less than, but consistent with, the neighborhood due to the location of the CR Zone adjacent to the existing C-3 Zone which allows denser multi-family dwellings.

4. CP.015(1), General Land & Water Goals states that *"It is the primary goal of the Comprehensive Plan to maintain Astoria's existing character by encouraging a compact urban form, by strengthening the downtown core and waterfront areas, and by protecting the residential and historic character of the City's neighborhoods. It is the intent of the Plan to promote Astoria as the commercial, industrial, tourist, and cultural center of the area."*

CP.015(1), General Land & Water Goals states that *"Because of the City's strong water orientation, the Plan supports continuing regional efforts to manage the Columbia River estuary and shorelands. The City's land use controls, within this regional context, will be aimed at protecting the estuary environment and at promoting the best use of the City's shorelands."*

Finding: The proposed amendments create a new Compact Residential Zone and new cluster development standards. This addresses the need to encourage a compact urban form. The design and landscaping standards protect the historic character of the City and waterfront areas. The reduction in allowable uses and development along the shoreland in this area, and the use of native vegetation will help protect the estuary environment. The proposed ordinance is intended to provide the guidance to help achieve these goals.

5. CP.020(2), Community Growth, Plan Strategy, states that *“New small scale industrial growth will be encouraged on the scattered sites identified in the Economic Section of the Plan. Major port development will be encouraged at the existing Port docks and at the East End Mooring Basin. North Tongue Point is considered a major deep draft port expansion area for use as a cargo handling and shipping facility. South Tongue Point is primarily designated for multiple water-dependent uses requiring medium draft water access.”*

CP.020(2), Community Growth, Plan Strategy, states that *“The Columbia River waterfront is considered a multiple use area. The development of this area is to be encouraged in a flexible manner, under the shorelands and estuary section.”*

CP.185(A.3), Regional Estuary and Shoreland Policies, Deep Water Navigation, Port and Industrial Development, states that *“Development, improvement and expansion of existing port sites is preferred prior to designation of new port sites.”*

CP.185(H.2), Regional Estuary and Shoreland Policies, Fisheries and Aquaculture Policies, states that *“Sufficient space for present and anticipated needs shall be reserved for the following uses: Fishing vessel moorage; seafood receiving and processing; boat repair; gear storage; ice making; cold storage; other seafood industry support facilities.”*

CP.203, Economic Development Goal 4 and Goal 4 Policies, goal states *“Continue to encourage water-dependent industries to locate where there is deep water, adequate back-up space, and adequate public facilities.”* Policies states *“1. Maintain areas of the City in order to provide sufficient land for water dependent as well as non-water dependent industries.”*

CP.210(1), Economic Element, Economic Development Recommendations, states that *“The City should reevaluate its Plan and zoning designation for its waterfront in light of the decline of the fishing industry. The reevaluation should focus on the waterfront's potential for tourist oriented development. Plan policies and implementing measures should be developed to encourage and promote tourist oriented development of the waterfront. Possible rezonings should include the A-1 area between 6th and 10th Streets, and in the vicinity of the former Samuel Elmore Cannery between Columbia Avenue and 1st Street.”*

Finding: While the proposed amendments create new design criteria and limit development within the Civic Greenway Area, it does not prohibit development. It would allow flexibility for some limited development. Structure height, width, and size would be regulated so there would not be large amounts of over water from 16th to 41st Street. It is anticipated that there may be future development at and around the East End Mooring Basin that would be compatible with the Riverfront Vision Plan for this area such as moorage, and other piers and dock activities. However, seafood

industry, and other maritime related buildings would require larger facilities. Therefore, for the established East End Mooring Basin area between 35th Street and 39th Street which is currently owned by the Port and in private ownership, it is proposed that if a structure is located 500' from the shoreline, that it may be 28' high and a maximum width of 150' with no limitation on the square footage of the building. This would allow some development in this area where some overwater and in-water activity has occurred in the past while preserving the broad vistas as viewed from the River Trail and adjacent properties.

The proposed allowable uses within the Civic Greenway Area eliminate some of the non-maritime related uses from the A-1 and A-2 Zones within this area. The allowable uses would support marinas, docks, piers, water-related commercial and industrial uses, and the associated maintenance related uses such as dredging, piling, and utilities. The following is a list of uses proposed to be eliminated from the Civic Greenway Area that are currently allowed in the A-1 and A-2 Zones. These uses would continue to be allowed within the A-1 and A-2 Zones in other portions of the City.

Current Allowable Uses	A-1 Zone	A-2 Zone
Water dependent commercial or industrial use	Outright	Outright
Mining and mineral extraction	Conditional Use	Conditional Use
In-water log dump, sorting operation	Conditional Use	
Aquaculture and water dependent portion of aquaculture facility		Conditional Use
Eating and drinking establishment not associated with a water depended use such as marina/seafood processing		Conditional Use
Hotel, motel, inn, bed and breakfast		Conditional Use
Tourist oriented retail sales		Conditional Use
Indoor amusement, entertainment, and/or recreation establishment		Conditional Use
Professional and business office, personal service establishment, residence, arts and crafts meeting the requirements of Section 2.540.10 (limited to upper stories or 25% max of first floor)		Conditional Use
Conference Center		Conditional Use
Public use in conjunction with the CRMM – <i>removed reference to CRMM and changed to maritime related use</i>		Outright

As noted in this Comprehensive Plan Section, the North and South Tongue Point areas are the areas identified for deep and medium draft water access development. The East End Mooring Basin is not identified as a “deep water” site and there is limited shoreland space for the supporting

facilities for a deep water site. The requirements for shoreland and estuary development in Development Codes Articles 4 and 5 would remain applicable to any development in this area.

The rezoning of the C-3 Zone adjacent to the River Trail to CR Zone would create a new residential neighborhood that is compatible with the River Trail development and would buffer it from the more intrusive commercial development along Marine Drive. This area is not conducive to maritime related industries as it is not immediately accessible to the waterfront as it sits south of the trolley line and does not abut the River and shoreland. It would not eliminate any shoreland/maritime related zoned land.

6. CP.020(7), Community Growth, Plan Strategy, states that *"Future development of the Gateway Overlay Area should be planned in accordance with the Gateway Master Plan. Special attention should be given to architectural design, landscaping, street frontages, location of parking lots, and other circulation issues. Future uses should serve to complement the Downtown Area."*

CP.058, Gateway Overlay Area Policies, states that

- "1. *The City will utilize the general vision of the Gateway Master Plan to direct future development in the Gateway Overlay Area. The overall Comprehensive Plan objectives are to:*
 - a. *promote development that complements the Downtown Area;*
 - b. *enhance the primary uses, such as the Columbia River Maritime Museum and Columbia Memorial Hospital, and work to redevelop areas such as the former Plywood Mill Site, which have significant development potential;*
 - c. *promote new land uses complementary to the riverfront and existing development, particularly visitor oriented uses and high density housing;*
 - d. *establish visual and physical linkages within and around the Gateway Overlay Area, with special emphasis on the Columbia River riverfront;*
 - e. *create a pedestrian-friendly environment throughout the Gateway Overlay Area through the careful siting of buildings and parking lots, careful consideration of street frontage design, and extension of the Astoria River Trail; and*
 - f. *create investor interest by promoting complementary land uses and quality development in the surrounding area.*
2. *The City will maintain the Gateway Overlay Area plan element of the Comprehensive Plan through its Development Code, including new planning zones and development standards, and through a design review process.*
3. *The City, through its Development Code, will maintain a set of Design Review Guidelines for the Gateway Overlay Area which address the architecture, landscaping, public and private circulation,*

signs, lighting, and other aspects of the built environment. The guidelines are fundamental principles which are applied to specific projects."

CP.204, Economic Development Goal 5 and Goal 5 Policies, Goal states *"Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry."* Policy 2 states *"The City will use the Gateway Master Plan as the guiding document for redevelopment of the Gateway Overlay Area."*

Finding: The project includes the Gateway Overlay Area. The proposed amendments draw from the existing Gateway Overlay Area Zone (GOZ) standards and guidelines and expands the GOZ to be applicable to the entire Civic Greenway Area from 16th to 41st Streets. The proposed amendments create increased visual and physical linkages along the Columbia River with limitation on development and special siting standards for buildings and landscaping. The proposed amendments include additional architectural design, landscaping, lighting, and circulation, etc. consistent with the GOZ and Uppertown and Downtown areas.

7. CP.020.9, Community Growth - Plan Strategy, states *"The Buildable Lands Inventory completed in April 2011 identified a deficit of 15.54 net acres of residential buildable lands. In order to address this deficit, OAR 660-24-0050 requires that the City amend the Plan to satisfy the need deficiency, either by increasing the development capacity of land already inside the boundary or by expanding the UGB, or both."*

Finding: The City conducted a Buildable Lands Inventory which was adopted in 2011. The report states that *"A comparison of need and supply of industrial and other employment lands indicates an overall surplus of approximately 6.7 acres of employment land. While there is sufficient land for industrial uses (27.8 acre surplus), there is a deficit of land zoned for commercial and particularly retail use. However, a portion of the land identified as "Other" can accommodate specific commercial, industrial, and high-density residential development and help meet the need for additional commercial land."* With other recent amendments to rezone properties, there is an overall deficit of Residential land of 15.84 acres and an excess of Employment land of 7.1 acres. This includes a deficit of 20.7 acres for Commercial and excess of 27.8 acres for Industrial lands.

The area proposed to be rezoned from C-3 (General Commercial) to CR (Compact Residential) is approximately 4.7 acres. Much of the land is currently developed leaving approximately 0.84 acres included in the BLI as buildable lands. The proposed map amendment reduces the Employment Total for Commercial Land Supply by approximately 0.84 acres and increases the Residential Land Supply by approximately 0.84 acres. While it will reduce the amount of Commercial land, the overall Employment land would result in an excess of 6.26 acres and it would reduce the overall deficit of Residential land from 15.84 acres to a deficit of 15.0 acres.

Estimated Net Land Surplus/(Deficit) by Zoning Designation, Astoria UGB, 2027				
Growth Scenario	Type of Use	Commercial (Office/Retail)	Industrial/Other	Total
Medium	Land Need	38.2	11.5	49.7
	Land Supply	17.1	39.3	56.4
Surplus/(Deficit)	Surplus/(Deficit)	(21.1)	27.8	6.7

Source: Cogan Owens Cogan

Estimated Net Land Surplus/(Deficit) by Zoning Designation, Astoria UGB, 2027

Type of Use	R1	R2	R3	AH-MP	Total
Land Need	115.4	51.2	67.0	2.7	236.3*
Land Supply	25.20	74.99	119.18	1.49	220.86
Surplus/(Deficit)	(90.20)	23.79	52.18	(1.21)	(15.44)*

Source: Wingard Planning & Development Services

* Note: Scrivener's Error in actual figure. BLI shows 236.4 and (15.54) but should be 236.3 and (15.44).

The proposed map amendment would rezone Employment land to Residential land supply thereby addressing the overall deficit of available Residential buildable land.

8. CP.025(2), Policies Pertaining to Land Use Categories and Density Requirements, states that *"Changes in the land use and zoning map may be made by boundary amendment so long as such change is consistent with the goals and policies of the Comprehensive Plan."*

Factors to be considered when evaluating requests for zoning amendments will include compatibility with existing land use patterns, effect on traffic circulation, adequacy of sewer, water and other public facilities, contiguity to similar zones, proposed buffering, physical capability including geologic hazards, and general effect on the environment."

Finding: Consistency with the goals and policies of the Comprehensive Plan are addressed in this Section of the Findings of Fact. The factors are addressed in this Section and Sections D & E below of the Findings of Fact.

9. CP.175 (F), Uppertown / Alderbrook Subarea Plan, Aquatic and Shoreland Designations states that *"The aquatic area between 29th and 41st Streets is designated Development to the pierhead line, except at the East End Mooring Basin where the designation corresponds to the outer boundary of the pier. East of 41st Street, the aquatic area is designated Conservation."*

Shorelands are designated Development, except for the Water-Dependent Development site west of Alderbrook Cove between 35th and 41st Streets."

Finding: The proposed amendments do not change the zoning in the aquatic areas. The area between 30th and 32nd Streets is zoned C-3 and is not a shoreland designation.

10. CP.185(M), Regional Estuary and Shoreland Policies, Public Access Policies, states that *"Public access" is used broadly here to include direct*

physical access to estuary aquatic areas (boat ramps, for example), aesthetic access (viewing opportunities, for example), and other facilities that provide some degree of public access to Columbia River Estuary shorelands and aquatic areas."

CP.185(M.2 to 5), Regional Estuary and Shoreland Policies, Public Access Policies, states that

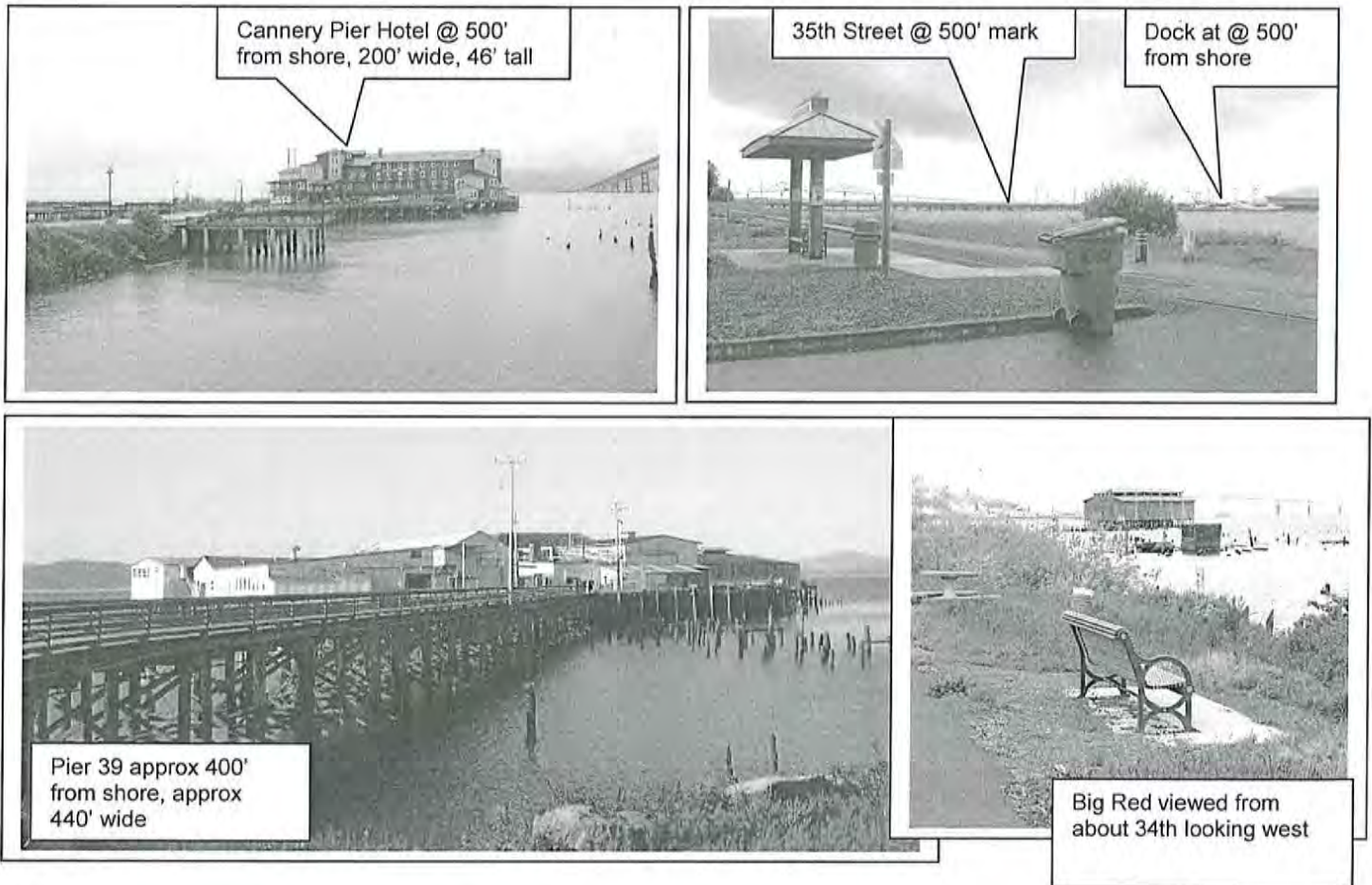
- "2. Public access in urban areas shall be preserved and enhanced through waterfront restoration and public facilities construction, and other actions consistent with Astoria's public access plan.*
- 3. Proposed major shoreline developments shall not, individually or cumulatively, exclude the public from shoreline access to areas traditionally used for fishing, hunting or other shoreline activities.*
- 4. Special consideration shall be given toward making the estuary accessible for the physically handicapped or disabled.*
- 5. Astoria will develop and implement programs for increasing public access."*

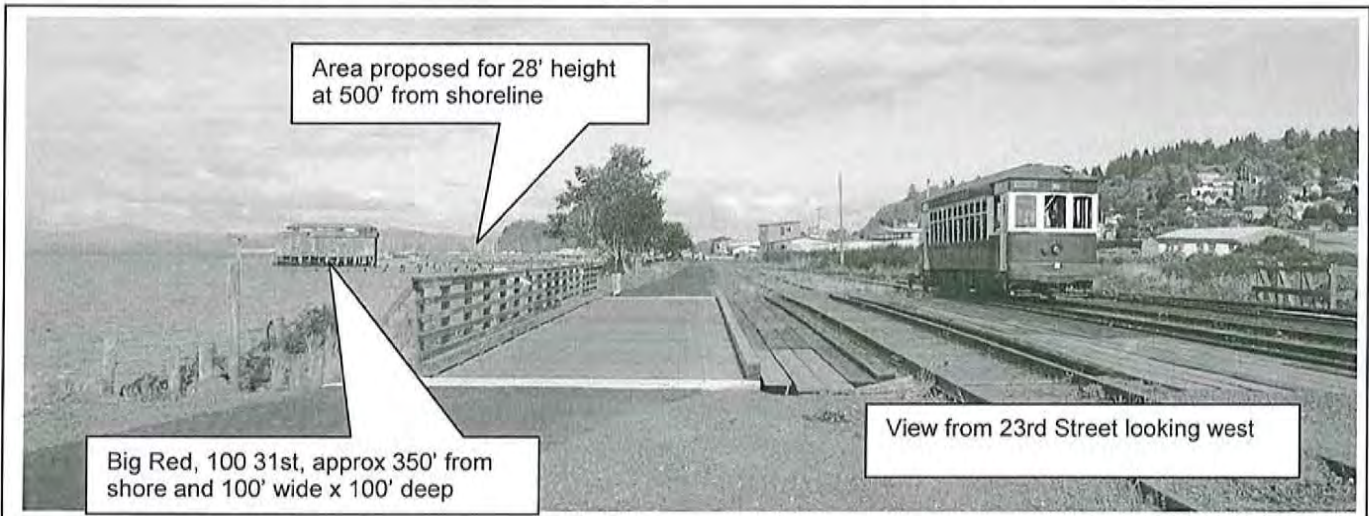
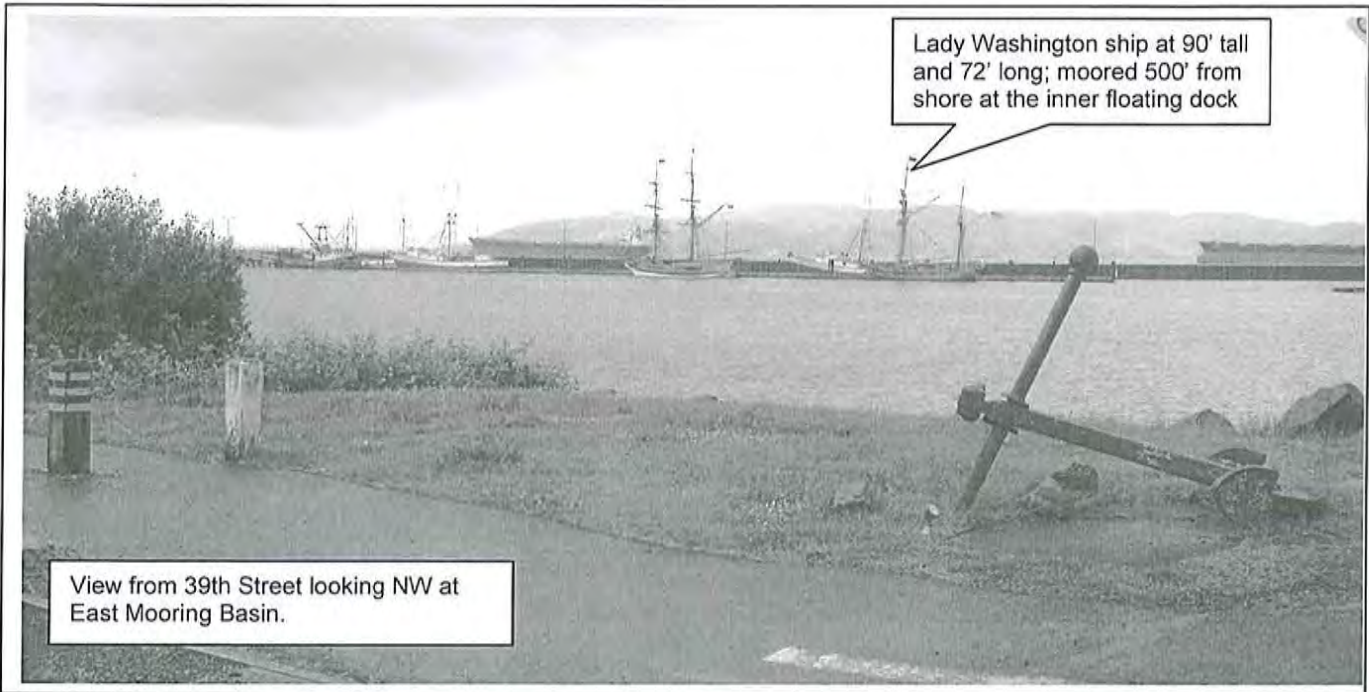
CP.185(N.2), Regional Estuary and Shoreland Policies, Recreation and Tourism Policies, states that *"Recreation uses in waterfront areas shall take maximum advantage of their proximity to the water by: providing water access points or waterfront viewing areas; and building designs that are visually u {typo from original ordinance} with the waterfront."*

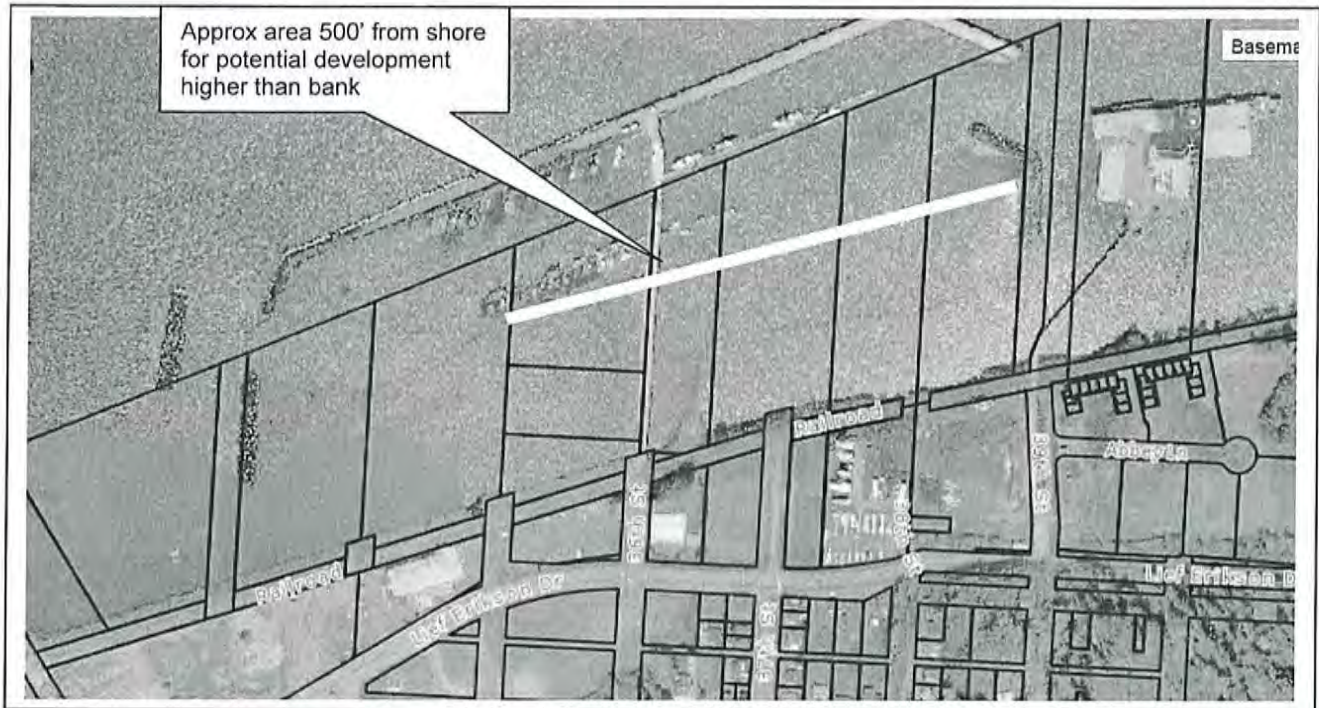
CP.204, Economic Development Goal 5 and Goal 5 Policies, Goal states *"Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry."* The Policy 1 states *"Provide public access to the waterfront wherever feasible and protect existing access. The importance of the downtown waterfront in terms of aesthetics, public access and business improvement cannot be overemphasized. The City supports the concept of the "People Places Plan," and encourages local organizations in the construction and maintenance of waterfront parks and viewing areas."*

Finding: One of the reasons the Riverfront Vision Plan was developed was to enhance public access to the estuary and allow for preservation of public open space and park areas along the Columbia River. Public access includes both physical and visual access. The River Trail along the Columbia River is used by locals as well as visitors and is maintained for its aesthetic values as well as for its transportation values. The Civic Greenway Area was identified as an area to allow more visual and public access than the more developed areas to the west (Bridge Vista and Urban Core). The proposed on-land building and landscaping setback and stepbacks create wider view corridors from Marine Drive / Lief Erikson Drive.

The proposed implementation of the RVP will allow for limited over-water development of maritime related facilities while protecting public visual and physical access to the River. The proposed amendment would limit the size, height, and location of development to minimize the impact on public access. The maximum height of buildings is proposed to be at existing shoreline bank height which would limit the type of development that could occur. However, it is recognized that some development could occur near the established East End Mooring Basin. The draft ordinance includes an exception for the area between 35th and 39th Street to allow 28' high buildings with larger footprint and width if the building is located a minimum of 500' from the shoreline. These standards were based on the visual impacts of the dimensions and site location of the existing Cannery Pier Hotel (10 Basin Street) located on the west end of the River Trail, and two other over-water structures at 100 31st Street (Big Red) and 100 39th Street (Pier 39). Big Red and Pier 39 are located out from the shoreline (approximately 350' and 400' respectively) and are existing historic buildings. Future development in the East End Mooring Basin area would still be subject to allowable uses, design, and other development standards of the proposed Civic Greenway Area Overlay.







11. CP.185(G), Estuary and Shoreland Policies states that *“This subsection applies to uses and activities with potential adverse impacts on fish or wildlife habitat, both in Columbia River estuarine aquatic areas and in estuarine shorelands.*
1. *Endangered or threatened species habitat shall be protected from incompatible development.*
 2. *Measures shall be taken protecting nesting, roosting, feeding and resting areas used by either resident or migratory bird populations.*
 3. *Major nontidal marshes, significant wildlife habitat, coastal headlands, and exceptional aesthetic resources within the Estuary Shorelands Boundary shall be protected. New uses in these areas shall be consistent with the protection of natural values, and may include propagation and selective harvest of forest products, grazing, harvesting, wild crops, and low intensity water-dependent recreation.”*

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.”*

Finding: The proposed amendment allows for minimal over water development and encourages the use of native plants along the Riverfront. The standards maintain open areas for protection of the estuary habitat and to maintain vistas and views.

12. CP.204(3 & 4), Economic Development Goal 5 and Goal 5 Policies, Goal states *“Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”* The Policies state
 3. *Encourage the growth of tourism as a part of the economy.*
 - a. *Consider zoning standards that improve the attractiveness of the City, including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.*
 4. *Protect historic resources such as downtown buildings to maintain local character and attract visitors.”*

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(3), Historic Preservation Goals states that *“The City will Encourage the application of historical considerations in the beautification of Astoria's Columbia River waterfront.*

CP.200(6), Economic Development Goals states that the City will *“Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”*

CP.205(5), Economic Development Policies states that *“The City encourages the growth of tourism as a part of the economy. Zoning standards which improve the attractiveness of the city shall be considered including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.”*

Finding: The proposed amendments will adopt design standards to allow for development that is consistent with the design of the historic Uppertown area and that is compatible with the existing development within the area. The River and River Trail are important tourism/economic assets for the City and will be protected from incompatible development with the proposed amendments. The proposed amendments exempt the existing historic over water buildings from some of the requirements so as to encourage and support the restoration of these buildings. However, additions to these buildings would be subject to the proposed development standards. The code would also protect the scenic views of the Columbia River waterfront

with standards for height, design, and location of development. It establishes design standards that would protect historic neighborhoods and the many scenic views that bring visitors to the community.

13. CP.218 (1), Housing Element, Housing Goals, states *“Provide opportunities for development of a wide variety of housing types and price ranges within the Urban Growth Boundary.”*

CP.220, Housing Element, Housing Policies, states

“1. Maintain attractive and livable residential neighborhoods, for all types of housing. . .

4. Encourage planned unit and clustered developments that preserve open space, reduce infrastructure and construction costs, and promote variety in neighborhoods.

5. Encourage low and moderate income housing throughout the City, not concentrated in one area. . .

18. Zone adequate land to meet identified future housing needs for a broad range of housing types, including single-family attached and detached homes, manufactured homes, two-family dwellings, and multi-family dwellings.”

CP.223, Housing Element, Housing Tools and Actions, states *“Revise zoning requirements to accommodate a variety of housing types as identified in the City’s Housing Needs Analysis.”*

Finding: The request to rezone approximately 4.7 acres of C-3 Zone to CR to accommodate medium density residential development would allow for smaller, compact housing development. The CR Zone and the proposed cottage cluster development standards would establish maximum square footage for the dwellings encouraging homes that would be more affordable. The compact nature of these developments with smaller lot sizes would provide more options for housing types rather than the standard 5,000 square foot minimum lot size for single-family dwellings. This would also reduce the infrastructure costs associated with a traditional subdivision plan. The proposed amendments also allow for an accessory dwelling above the garage area of the cottage cluster development. The proposed rezone would support the goals of the Comprehensive Plan to find alternative ways to address the need for housing identified in the *City’s Housing Needs Analysis*.

The Riverfront Vision Plan adopted by the City Council on December 7, 2009, established a goal for the Civic Greenway Area to *“Create a modest scale residential and mixed use neighborhood in an area east of Mill Pond.”* It states that *“A new residential neighborhood is proposed for the area between Mill Pond and Safeway. . .”* The Plan calls for single-family and duplex housing types, pedestrian scaled development in this area. The

area proposed to be rezoned to a CR Zone is the same area identified in the Riverfront Vision Plan.

14. CP.270, Parks, Recreation, and Open Space Element, Goals states that *"The City of Astoria will work:*
1. *To develop a balanced park system.*
 2. *To reflect Astoria's special qualities and characteristics. . .*
 5. *To provide or encourage waterfront parks. . .*
 7. *To promote general beautification. . .*
 12. *The City will continue its efforts to improve public access to the shoreline through:*
 - a. *The construction of public access points, pathways, and street ends;*
 - b. *The encouragement of public access projects in conjunction with private waterfront development actions, possibly through the use of local improvement districts and/or grant funds; and*
 - c. *The protection of street ends and other public lands from vacation or sale where there is the potential for public access to the water. The City will work with the Division of State Lands (DSL) to determine the status of submerged and submersible lands adjacent to the City street ends."*

Finding: The City has established a River Trail along the Columbia River as a City park. The Riverfront Vision Plan identifies this as a public area and encourages protection of the public views and vistas in the Civic Greenway Area. The proposed amendments address the design, location, size, height, etc. for development on both the water and land side of the River Trail. Setbacks, building stepbacks, and landscape view corridors are proposed to allow street end visual access to the River. The proposed amendments also address public amenities and the ability of a developer to provide specific public amenities in conjunction with their development and promote the general beautification of the waterfront area. The limitation of building size and height, and reduction in allowable uses along the waterfront would protect the waterfront park from incompatible intrusions. The City owns several of the lots within the Civic Greenway Area and there are numerous street ends. These properties would be protected as public access areas.

15. CP.470(1), Citizen Involvement states that *"Citizens, including residents and property owners, shall have the opportunity to be involved in all phases of the planning efforts of the City, including collection of data and the development of policies."*

Finding: Throughout the process of drafting the proposed ordinance, the City has provided extensive public outreach. The APC has held five work sessions over the last year with invitations and notices sent to interested parties, neighborhood associations, stakeholders, email lists, web site, etc. Anyone interested in the proposed ordinance was encouraged to submit suggestions and comments. Work sessions were open for discussion with

the public to allow for interactive feedback at this early stage of the adoption process. The following is a list of public work sessions, public hearings, and newspaper articles concerning the draft ordinance:

October 22, 2013	APC
December 3, 2013	APC
December 4, 2013	Daily Astorian article
January 7, 2014	APC
January 28, 2014	APC
February 25, 2014	APC
April 7, 2014	City Council presentation
May 27, 2014	APC public hearing
June 24, 2014	APC public hearing

The City was very conscious of the interest in protection of the Riverfront and the need to have an ordinance that would meet the needs of the citizens, protect the environment and historic resources, be in compliance with State regulations, and would be a permit process that was easy for both the citizens and staff.

Finding: The request is consistent with the Comprehensive Plan.

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

Section 10.070(B.2) concerning Map Amendments requires that *"The amendment will: a. Satisfy land and water use needs; or . . ."*

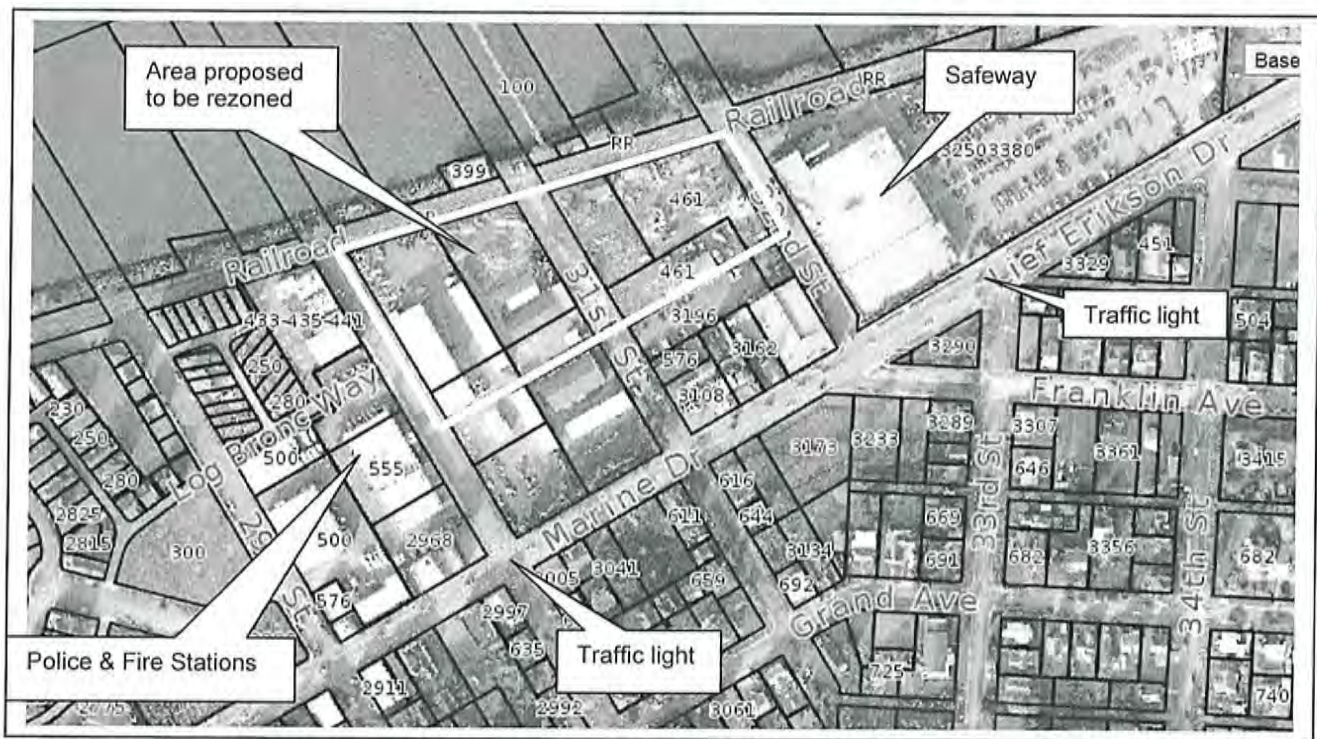
Finding: The proposed amendment will satisfy land use needs in that it will allow for the development of private properties while protecting the vistas and views along the Civic Greenway Area of the River Trail. The proposed amendment limits the allowable development in this area thereby reducing some of the impacts associated with a more intensive development. Most of the area is zoned A-1 (Aquatic One Development) and A-2 (Aquatic Two Development) which have limited allowable development, most of which is maritime related. Proposed lighting and open space landscaping standards would decrease impacts to Police and Fire protection services by the creation of appropriately lit and open areas. As noted in Section C.7 above concerning the BLI, the proposed amendment will not adversely affect the ability of the City to satisfy land and water use needs.

- E. Section 10.070(B.2) concerning Map Amendments requires that *"The amendment will:*
- a. Satisfy land and water use needs; or*
 - b. Meet transportation demands; or*
 - c. Provide community facilities and services."*

Finding: As noted in Section C.7 above concerning the BLI, the proposed map amendment will reduce the deficit of Residential lands while maintaining an excess in Employment lands.

The site is located on the north side of and halfway between Marine Drive and the Riverfront. It is currently partially developed with the City Public Works Shops and Bee-Line Roofing yard area. The site fronts the River Trail and the Civic Greenway Area of the Riverfront Vision Plan. Other development in the general area include the Mill Pond and Columbia Landing housing areas, City Police and Fire Station to the west; gas station, veterinary, animal grooming, and Education Service District offices to the south; and Safeway retail store to the east. The developed area to the south facing Marine Drive would remain zoned C-3 (General Commercial).

There is a traffic light at 30th Street. In accordance with Statewide Planning Goal 12 concerning Transportation, and the Transportation Planning Rule (TPR) (OAR 660-12-060), any plan amendment having a significant effect on a transportation facility (i.e. Highway 30) must assure that the allowed land uses are consistent with the function, capacity, and level of service of the facility. In addition, OAR 734-051-0080, and OAR 734-051-0100 state that a proposed development or land use action where an on-site review indicates that operational or safety concerns may be present requires a Traffic Impact Study.



The following is a comparison of some of the uses for both the existing and proposed zones.

Uses	C-3 Zone		CR Zone	
	Outright	CU	Outright	CU
Business Service	X			
Commercial laundry or dry cleaning	X			
Communication service	X			
Construction service	X			
Educational service	X			
Family day care center	X		X	
Day care center		X		X in community building only
Motel, hotel, bed & breakfast, home stay, or other tourist lodging		X		X home stay lodging only
Multi-family dwelling	X			
Personal service	X			
Professional service	X			
Repair service	X			
Retail sales	X			
Single-family and two-family dwelling	X with limitations		X	
Arts & crafts studio			X	
Commercial or public parking lot.	X			
Transportation service		X		
Indoor family entertainment		X		
Temporary use meeting the requirements of Section 3.240		X		X
Animal hospital or kennel		X		
Automotive repair, service, and garage; gas station		X		
Hospital		X		
Light manufacturing; wholesale trade; warehousing		X		
Public or semi-public use	X			X

The zone change to CR Zone will provide for less variety of uses within the approximate 4.7 acre site, decreasing most of the commercial uses while retaining the single and two-family dwelling and associated uses. All of the uses proposed in the CR Zone are currently allowed in the C-3 Zone except for the addition of arts and craft studio. Therefore the traffic impact would be reduced due to the elimination of some of the heavier commercial uses. All City utility services are available to the area. The nature of the traffic would be more private vehicles versus the larger commercial trucks and patron/client vehicles associated with the commercial uses. There is no indication that operational or safety concerns are present nor would they be increased as a result of the proposed uses on the existing transportation system. Any future development would be subject to a Traffic Impact Study as required by Development Code Article 3.

The site is relatively flat and there are no designated wetlands.

In April 2014, the City Council adopted the Transportation System Plan (TSP). This Plan was conducted by the City of Astoria in conjunction with the Oregon Department of Transportation (ODOT) and studied the existing and forecasted transportation needs in the City. The subject property proposed for rezone is located on Marine Drive between 30th and 32nd Streets. These intersections were not identified in the TSP as having any major concerns. Project D3 identifies "Marine Drive Coordinated Signal Timing Plans" as a project for this area. Bike lanes are proposed to be enhanced in this general area with Project B48. Project D27 identifies Log Bronc Way, a frontage road parallel to Marine Drive, to be extended from 30th to 32nd Street within the area to be rezoned. Project D31 identifies US Highway 30 Safety Enhancement with the addition of a center turn lane/median between 27th and 33rd Street. Redevelopment of this area for residences would support and be consistent these projects.

Since the area proposed to be zoned CR is accessed from City streets and not directly from the State Highway, ODOT no longer comments on the TPR review. However, ODOT has been included in the draft amendment review process. From the existing TSP and projected traffic volumes and projected uses, it appears that the transportation facilities in this area are sufficient to accommodate the uses allowed in the proposed CR Zone.

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.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

September 29, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **CONDUCT SECOND READING OF ORDINANCE TO VACATE A PORTION OF THE 19TH STREET & FRANKLIN AVENUE RIGHTS-OF-WAY**

DISCUSSION/ANALYSIS

The City has received a request from the Astoria School District (ASD) for the vacation of 57,600 square feet of the 19th Street and Franklin Avenue rights-of-way located within John Warren Field. The School District will be transferring ownership of the property to Columbia Memorial Hospital (CMH) in the near future and would like to have the unimproved right-of-way within the field area included in the property transfer. The site will be used for expansion of the hospital.

Staff has reviewed the application and is in support of ASD's request, with the following conditions:

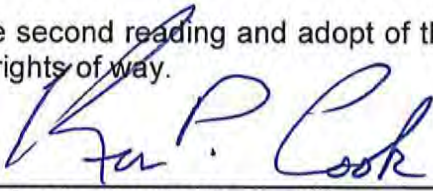
- Existing utilities would no longer be maintained by the City and would become the property of the ASD.
- The Alley on the 19th Street South boundary shall not be vacated.

The City has been working with Columba Memorial Hospital, the Astoria School District and Recology Western Oregon Waste on the improvements identified in the previously approved Four Party Agreement. The transfer of this property is identified in that agreement and the proposed vacation furthers the intentions and goals of the agreement. Due to the public benefit that will be provided by the vacation, staff is recommending that an assessment be waived for this proposal. The applicant will be charged actual costs for processing the request.

At their September 19, 2014, meeting Council conducted the public hearing and had a first reading of the ordinance of vacation.

RECOMMENDATION

It is recommended that Astoria City Council conduct the second reading and adopt of the ordinance to vacate a portion of the 19th Street and Franklin Avenue rights of way.

Submitted By 
Ken Cook, Public Works Director

Prepared by: 
Jeff Harrington, City Engineer

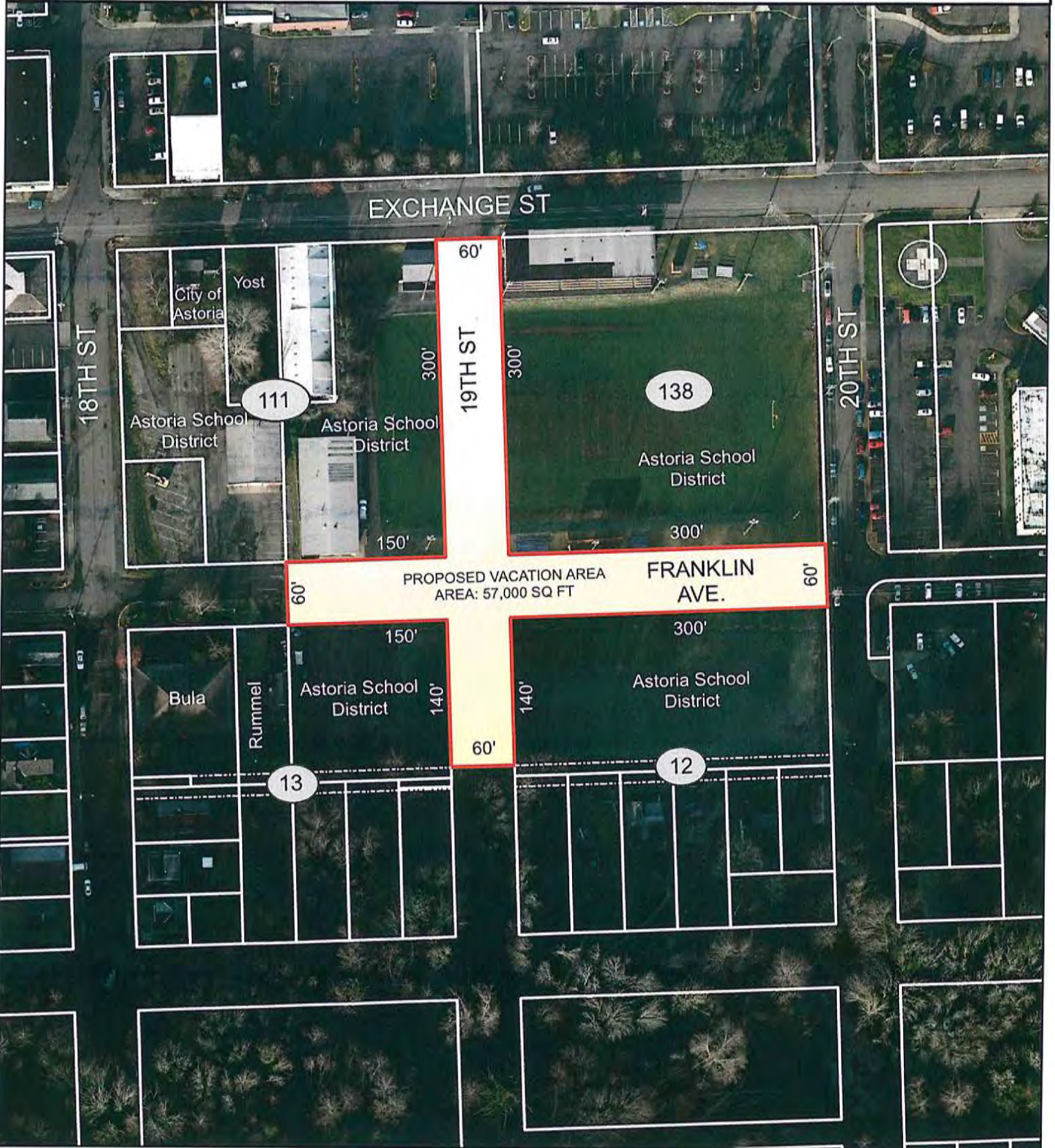
19 & Franklin Street Vacation

Date: 7-8-2014

All of 19th St. south of the south line of Exchange to the line between the south line of lot 1, Block 13, extended to the south line of lot 6, Block 12. Franklin Ave. between the west side of 20th St. and a line between the west line of lot 10, block 111, extended south to the west line of lot 3, Block 13, Shively's, Astoria.



1:1,500



After recording return to:
Public Works Administration
1095 Duane Street
Astoria, OR 97103

Ordinance No. 14-_____

AN ORDINANCE GRANTING THE PETITION FOR THE VACATION OF A PORTION OF THE 19TH STREET AND FRANKLIN AVENUE RIGHTS-OF-WAY IN ASTORIA

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:

A portion of 19th Street and Franklin Avenue located between Blocks 12, 13, 111 and 138, Shively's Astoria, according to the plat thereof, more particularly described as follows:

Beginning at the Northeast corner of Block 111, Shively's Astoria, being at the intersection of the South line of Exchange Street and the West line of platted 19th Street;

Thence along the West line of said 19th Street, South 02°07'33" East, a distance of 300.00 feet to the Southeast corner of Block 111, Shively's Astoria, being the intersection of the North line of platted Franklin Avenue and the West line of platted 19th Street;

Thence along the North line of said Franklin Avenue, South 87°52'27" West, a distance of 150.00 feet to the Southwest corner of Lot 10, Block 111, Shively's Astoria;

Thence South 02°07'33" East, a distance of 60.00 feet to the Northwest corner of Lot 3, Block 13, Shively's Astoria, being on the South line of platted Franklin Avenue;

Thence along Franklin Avenue, North 87°52'27" East, a distance of 140.00 feet to the Northeast corner of said Block 13, being the intersection of the South line of platted Franklin Avenue and the West line of platted 19th Street;

Thence along the West line of said 19th Street, South 02°07'33" East, a distance of 150.00 feet to the Southeast corner of Lot 1, Block 13, Shively's Astoria;

Thence North 87°52'27" East, a distance of 60.00 feet to the Southwest corner of Lot 6, Block 12, Shively's Astoria, being on the East line of platted 19th Street;

Thence along 19th Street, North 02°07'33" West, a distance of 140.00 feet to the Northwest corner of Lot 6, Block 12, Shively's Astoria, being the intersection of the East line of platted 19th Street and the South line of platted Franklin Avenue;

Thence along Franklin Avenue, North 87°52'27" East, a distance of 300.00 feet to the Northeast corner of Lot 1, Block 12, Shively's Astoria, being on the West line of 20th Street;

Thence along the West line of said 20th Street, North 02°07'33" West, a distance of 60.00 feet to the Southeast corner of Block 138, Shively's Astoria, being the intersection of the East line of 20th Street and the North line of Franklin Avenue;

After recording return to:
Public Works Administration
1095 Duane Street
Astoria, OR 97103

Thence along the North line of Franklin Avenue, South 87°52'27" West, a distance of 300.00 feet to the Southwest corner of Block 138, Shively's Astoria, being the intersection of the North line of Franklin Avenue and the East line of 19th Street;

Thence along the East line of said 19th Street, North 02°07'33" West, a distance of 300.00 feet to the Northwest corner of Block 138, Shively's Astoria, being the intersection of the East line of 19th Street and the South line of Exchange Street;

Thence South 87°52'27" West, a distance of 60.00 feet to the **Point of Beginning**.

Located in Section 8, Township 8 North, Range 9 West of the Willamette Meridian and containing 1.32 Acres.

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 4. 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 _____ DAY OF _____ 2014.

Mayor

ATTEST:

City Manager, Pro Tem

ROLL CALL ON ADOPTION YEA NAY ABSENT

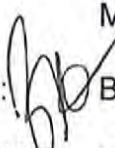
Councilor LaMear
Herzig
Mellin
Warr
Mayor Van Dusen



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: September 30, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **BEAR CREEK DAM SEISMIC STUDY PHASE 2**

BACKGROUND

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

The OWRD has determined that the City should initiate a seismic failure analysis to investigate potential failure modes of the dam. A previous study completed in 1993 did not include enough detail to determine the actual risk of failure as a result of a Cascadia Subduction Zone earthquake. Recent earthquake events in other countries and additional studies of the Cascadia Subduction Zone triggered new review by the OWRD regarding the stability of dams along the Oregon Coast.

Staff has been working with the State Dam Safety Engineer to develop a strategy to move forward. The first step was to hire a consultant that specializes in the type of analysis necessary to determine if the dam is at risk, and if so, what steps to take to reduce the risk of damage and potential failure at the time of a significant seismic event. While it is anticipated that the study may lead to conclusions more favorable than the 1993 study, there is the possibility that the conclusions and recommendations may result in OWRD mitigation requirements. The previous 1993 study indicated that mitigation costs in the range of \$1.5 - 2 million would be required.

DISCUSSION/ANALYSIS

On September 24, 2013, Council approved the following approach to the dam investigation:

Phase 1 – Site Investigation (Complete) – this phase consisted of performing field investigation work to gather data necessary for Phase 2 (Structural Evaluation) of the dam. The State of Oregon Water Resources Department provided a 50% match.

Phase 2 – Seismic Failure Analysis (Current Proposal) - this phase of the study includes an in depth structural and geotechnical stability evaluation of the dam. The project scope is included in the attached proposal from Cornforth Consultants and will cost \$147,000.

Phase 3 – Develop Design Recommendations (Future phase if needed) – this phase would include developing design recommendations to modify the dam to withstand seismic loading and to pass the probable maximum flood flow if determined necessary during Phase 2. A projected fee has not been developed for this phase.

At the September 24, 2013 meeting Council also authorized a contract with Cornforth Consultants for a total not to exceed amount of \$99,865, for geotechnical engineering services on the Bear Creek Dam Seismic Analysis Project. This work included Phase 1 of the study. The work was completed in March of 2014 and is included in a report titled "*Geotechnical Data Report - Phase 1 Geotechnical Investigation - Bear Creek Dam Seismic Stability Astoria, Oregon*". The investigation found ground conditions that are favorable compared to previous less detailed work completed in 1993. In general, the soil conditions at the site were found to be better than previously assumed as a direct result of more thorough investigations and research.

With Phase 1 complete, it is now time to start Phase 2. Staff has negotiated a scope of work and contract that is compatible with the project goals as outlined in the initial request for qualifications document. The scope of work has been reviewed and approved by both the City and the Oregon Water Resources Department. The fee for the proposed work is \$147,000 and has been budgeted in the Public Works Improvement Fund. The work is planned to take place over the next 6-8 months and be complete no later than the end of the current fiscal year.

The Oregon Water Resources Department has awarded a \$32,000 grant from the Water Conservation, Reuse & Storage Grant Program and has indicated that an additional \$20,000 in grant funding will be available. Staff has budgeted \$150,000 in the Public Works Improvement Fund to pay for the study. With the Grants, the estimated City contribution will be reduced to \$95,000. Staff will bring the second grant agreement for the \$20,000 back to Council in October or early November once received.

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

RECOMMENDATION

It is recommended that City Council execute a contract with Cornforth Consultants for a total not to exceed amount of \$147,000, for geotechnical and structural engineering services on Phase 2 of the Bear Creek Dam Seismic Analysis Project. It is also recommended that Council accept the Oregon Water Resources Department grant for \$32,000.

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

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____ by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Cornforth Consultants, 10250 S.W. Greenburg Road, Suite 111, Portland, Oregon 97223, hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the Bear Creek Seismic Investigation- Phase 2.
- B. Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than June 30, 2015.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$147,000 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Andy Vessely, President, 503-451-1100.

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

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

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability, the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than 2,000,000.

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

combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

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

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this contract.

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

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. PAYMENT OF MEDICAL CARE

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

21. OVERTIME

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

22. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

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

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement without written authorization of CONSULTANT.

23. STANDARD OF CARE

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

24. NO THIRD PARTY BENEFICIARIES

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

25. ASSIGNMENT

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

26. SEVERABILITY AND SURVIVAL

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

27. COMPLETE CONTRACT

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

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

Approved as to form:

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

Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date



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

August 27, 2014

P-1173

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

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

Dear Mr. Harrington:

In accordance with your request, this proposal provides a scope of work and cost estimate to evaluate the seismic stability of Bear Creek Dam (Phase 2).

Scope of Work

Our proposed Phase 2 scope of work is in general accordance with the Request for Proposals issued by the City. The work involves using existing information and subsurface data collected during Phase 1 to calculate the seismic stability of the dam. The primary Phase 2 scope items are described in more detail in the following paragraphs.

Project Management/Meetings. Project management tasks would include contract management and coordination of project staffing. We also propose to attend three meetings with the City and OWRD to present our approach to the analyses, discuss preliminary findings, and to present final analysis results.

Develop Geologic Model. A geologic model would be developed before stability analyses are performed. The model would incorporate the known contacts from borings and the as-built geometry of the dam's foundation. Previous stability evaluations were based on conservative assumptions that do not account for the influence of the rock on each abutment. We would develop one geologic cross section along the crest of the dam and approximately three sections perpendicular to the dam. The as-built geometry of the dam and key trenches are an important element of the model. Cross sections developed by the City engineer during construction would be used to define the geometry of the dam. We propose to review information in the City's archives to see if there is any additional information on construction procedures or foundation conditions encountered during dam construction before finalizing the model.

Laboratory Testing. Laboratory testing would be performed on selected concrete cores recovered during Phase 1 explorations. The objective of the testing would be to quantify the compressive strength of the shear key concrete, the main dam concrete, and the concrete used in

the 1953 dam raise. We propose to complete ten unconfined compression tests. The results of the tests would be used to estimate the shear strength of concrete lift joints. If the testing does not adequately characterize the strength of the lift joints, an optional series of direct shear tests could be performed on the lift joints.

Abutment Passive Pressures. The left and right abutments of the dam are keyed into bedrock. Passive pressures would be developed if downstream sliding initiates. We propose to quantify the available passive resistance downstream of the keys and include it in the stability analyses. The four distinct conditions to be evaluated include the following:

- Basalt on left abutment
- Basalt on right abutment
- Sandstone on right abutment
- Marine sediments under main section

We propose to use data from the Phase 1 geologic mapping to develop equivalent Mohr-Coulomb strength parameters for each condition to use in stability analyses.

Stability Analyses. We propose to perform sliding stability analyses for several sections of the dam assuming that the structure would act as a large monolith. We believe this approach would more closely model actual site conditions by including resistance developed in the abutments. The two, prominent vertical cracks would limit the amount of load that can be transferred from the portions of the abutment outside the cracks. At this time, we anticipate that five representative sections would be analyzed between the two cracks and two sections would be analyzed outside the cracks. For each section, the stability would be evaluated on three potential failure planes. The uppermost potential shear surface would be at the contact between the dam and the bedrock. A middle potential failure would be at the base of the shear key(s). The deepest potential failure surface would be along the contact between basalt and marine sediments and/or sandstone. The sum of the resisting forces for all sections would be compared to the sum of the driving forces for all sections to determine the factor-of-safety for the monolith. Load transfer across the vertical cracks would be limited to the shear strength of the uncracked concrete.

Earthquake time histories would be developed to evaluate seismic displacements of the dam during a seismic event. We propose to develop 2,500-year return period ground motions consistent with the Cascadia Subduction Zone (CSZ) interface, the CSZ intraplate, and random crustal fault earthquake sources. The ground motions would be used to perform Newmark-type analyses to estimate the seismic displacements of each analysis section. The displacements calculated from the Newmark analyses would be compared to adjacent sections to establish the validity of the assumption that the dam behaves as a monolith. The magnitude of the displacements and displacement profile along the dam length will determine if the simplified analyses are sufficient or if more sophisticated analyses are warranted in Phase 3. If the simplified analyses yield acceptable deformations, the model would be used for evaluation of mitigation alternatives in Phase 3.

Internal stresses generated by earthquake ground motions will influence the available cohesion at the base of the dam and on the joint between the original dam and the portion added in 1953. An internal stress analysis would be performed for the response spectra corresponding to the earthquake time histories developed for the seismic analyses. The internal stress analysis would also be used to estimate available shear strength available at the top of the shear key(s) at the base of the dam.

Report. The results of the stability analyses would be summarized in a brief letter report. A general discussion on site geology would be presented along with a summary of available subsurface information. The analysis approach, assumptions, and results would be summarized. Recommendations for Phase 3 work would be presented, if warranted. We would provide the City with a digital draft copy for review, and five final hard copies (as well as a pdf version) of the report.

Cost Estimate

Our estimated fee to complete the scope of work outlined above is a Not-to-Exceed total of \$147,000. A breakdown of costs by task is provided on Table 1 below.

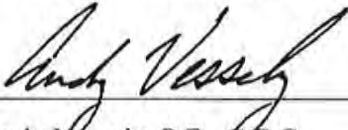
Table 1 – Cost Breakdown	
Project Management/Meetings	\$13,000
Geologic Model	\$28,000
Laboratory Testing	\$3,000
Abutment Passive Pressure	\$22,000
Stability Analyses	\$56,000
Report	\$25,000
	Total \$147,000

*Includes CCI labor and reimbursables

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

Sincerely,

CORNFORTH CONSULTANTS, INC.

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

Water Conservation, Reuse & Storage Grant Program

GRANT AGREEMENT
#GS-0074-15

“Bear Creek Dam Seismic Vulnerability Study”
By: City of Astoria

OREGON WATER RESOURCES DEPARTMENT



GRANT AGREEMENT

GS-0074-15

“Bear Creek Dam Seismic Vulnerability Study”

BETWEEN: State of Oregon, acting by and through its (Grantor)
Oregon Water Resources Department,

The Grantor's Coordinator for this Grant is
Jon Unger – Water Supply Development Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
Phone Number: (503) 986-0869
Facsimile Number: (503) 986-0903
E-Mail Address: Jon.J.Unger@wrд.state.or.us

AND: City of Astoria

Attn: Ken P. Cook
Title: Public Works Director
1095 Duane Street
Astoria, Oregon 97103
Contact: Jeff Harrington, City Engineer
Telephone Number: 503.338.5173
Facsimile Number: 503.338.6538
E-Mail Address: jharrington@astoria.or.us
Federal Identification Number: 93-6002118

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01 Legal Basis of Award. Pursuant to ORS 541.561 Grantor is authorized to enter into a Grant Agreement and to make an award, from the Water Conservation, Reuse and Storage Investment Fund, to Grantee for the purposes set forth herein.

Section 1.02 Agreement documents. This Agreement consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant, less all exhibits; Exhibit A (The Grant Budget); and Exhibit B (Statement of Work).

SECTION 2 GRANT AWARD

Section 2.01 Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$32,000** (the "Grant") from the Water Conservation, Reuse and Storage Grant Program to financially support development of feasibility or planning studies or activities designated within the Statement of Work set forth in Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Grantee shall provide a dollar for dollar match of the amount of the Grant prior to disbursement of Grant moneys. Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Water Conservation, Reuse and Storage Grant Program or other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement. The Grant Budget is allocated as identified on Exhibit A attached hereto and incorporated herein by this reference.

Section 2.02 Disbursement of Grant Moneys. Subject to Sections 2.04, Grantor shall disburse the Grant moneys to Grantee upon submission of a request for release of funds. The request for release of funds form must be completed and signed by the Grantee prior to approval and payout of any funds by Grantor. All tasks identified within the Statement of Work must be completed by Grant Availability Termination Date. The final 10% of grant moneys will be released for payment upon submission and approval of the Study Completion Report.

Section 2.03 Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. Moneys are available to the Water Conservation, Reuse and Storage Grant Program to finance the disbursement;
- b. Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- c. Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- d. Grantee is in compliance with all reporting requirements of all active or prior Water Conservation, Reuse and Storage Grant Program grants; and
- e. No default as described in Section 6.03 has occurred.

Section 2.04 Grant Availability and Termination Date. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys shall begin upon Grantor's signature on Agreement and end on the Grant Availability Termination Date (the "GATD") of **June 30, 2015** or upon exhaustion of limitation available to the Water Conservation, Reuse and Storage Grant Program, whichever occurs first. Grantee shall not submit any reimbursement request for expenditures that occur after the GATD.

SECTION 3 USES OF GRANT

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary for the purposes described in Exhibit B. Equipment purchases are hereby approved by the Grantor and limited to the list as shown in Exhibit A, the Grant Budget.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement.

Section 3.03 Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Grant Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the Grant Availability Termination Date.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative Grantor or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01 Study Completion Report. Grantee shall complete the Project by the GATD or such later date as the Grantor may designate, in Grantor's sole and absolute discretion, by written notice to Grantee; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

Section 5.02 Quarterly Reports. No later than 30 days after the end of each calendar quarter, Grantee shall provide the Grantor with quarterly reports. The report must utilize the forms provided by the Grantor which will include information regarding the expenditure of Project and non-Project related funds, progress toward completion of the Project, and a narrative on the activities completed as part of the Project.

Section 5.03 Reporting. Grantee may be required to provide; a) additional reports on the Project as

deemed appropriate by Grantor, b) a commitment to supply future reports on the Project, and c) a commitment to provide a report of any future action taken as a result of the Project.

Section 5.04 Accounting for expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete may be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the GATD or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

Section 5.07 Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Work Product.

(a) The Grantor and Grantee each acknowledge that performance of this Agreement may result in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"). Grantee agrees that it will promptly and fully disclose to the Grantor any and all Work Product generated, conceived, reduced to practice or learned by Grantee or any of its employees, either solely or jointly with others, during the term of this Agreement, which in any way relates to the business of the Grantor. Grantee further agrees that neither Grantee or Grantee's employees, nor any party claiming through Grantee or Grantee's employees, will, other than in the performance of this Agreement, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder will include delivery of all source and object code and all executables and documentation. Grantee agrees that the Grantor shall have a copy of the most recent source code at all times.

(b) As part of the Work Product, the Grantee shall produce a Study Completion Report documenting the findings of the feasibility study. The Study Completion Report shall describe the findings of each of the project planning study elements (also known as key tasks) as identified in the attached Statement of Work.

(c) Grantee agrees that, whether or not the Project work is considered works made for hire or an employment to invent, all Work Product discovered, created or developed under this Agreement shall be and remain the sole property of the Grantor and its assigns. Except as specifically set forth in writing and signed by both the Grantor and Grantee, Grantee agrees that the Grantor shall have all copyright and patent rights with respect to any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product.

(d) If and to the extent that Grantee may, under applicable law, be entitled to claim any ownership interest in the Work Product, Grantee hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Grantor any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Grantee waives such rights in the Work Product. Grantee further agrees as to the Work Product to assist the Grantor in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to said Work Product, and to that end, Grantee and its employees will execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as the Grantor may desire, together with any assignments thereof to the Grantor or persons designated by it. Grantee's and its employees' obligations to assist the Grantor in obtaining and enforcing patents, copyrights, trade secrets and other rights and protection relating to the Work Product shall continue beyond the termination of this Agreement.

(e) If and to the extent that any preexisting rights are embodied or reflected in the Work Product, Grantee hereby grants to the Grantor the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Water Conservation, Reuse, and Storage Investment Fund to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future Water Conservation, Reuse and Storage Investment Fund awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Reserved

Section 7.03. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other Grantor or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be

brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

Section 7.04 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.05 Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.08 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, Grantees, or agents under this Agreement.

Section 7.09 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.10 Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; and Section 7, MISCELLANEOUS.

Section 7.11 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.14 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.16. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTOR



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

By:
Name: Tracy Louden
Title: Administrator, Administrative Services Division

Date: _____

GRANTEE

-

By: _____

Name: Willis L. Van Dusen
Title: Mayor

Date: _____

By: _____

Name: Brett Estes
Title: City Manager

Date: _____

EXHIBIT A
The Grant Budget

The Grant Budget is as follows:

Budget Category	Approved Budget
Staff Salary/Benefits	0
Contractual	\$32,000
Equipment*	0
Other	0
Administration	0
Subtotal of Grant Funds	\$32,000
Match Funding - Expenditures from sources other than this grant program	\$95,000
Grand Total	\$127,000

* Specific Equipment purchases (include function, cost, relevance to project):

- 1) None
- 2)
- 3)

EXHIBIT B
Statement of Work

The grant application is hereby part of this Grant Agreement. Grant funds shall only be used to accomplish the following tasks, as fully identified in the application, in relation to the *Bear Creek Dam Seismic Vulnerability Study*:

- Task 1) Project management/meetings: Track expenditures and budget, coordinate staffing and resources, and participate in checkpoint meetings with the City of Astoria (City) regarding results of the analysis.
- Task 2) Develop geologic model: Incorporate all the data gathered in Phase I into a comprehensive geologic model showing the dam, key geological units, dominant joint orientations, and seepage conditions.
- Task 3) Laboratory testing: Complete unconfined compression testing on two concrete mixes of concern to develop strength parameters for concrete/rock interface.
- Task 4) Passive resistance from abutments: Complete limit-equilibrium stability analyses to quantify the available passive resistance on embedded portions of the dam. These analyses will include the influence of the jointing in the bedrock on the available resistance.
- Task 5) Stability analysis: Complete limit-equilibrium stability analyses on the dam assuming it acts as a monolith. Include the resisting force of embedment at the rock abutments. Evaluate three potential shear surfaces at each representative cross section, and use the critical surface to determine the contribution of the section to the stability of the monolith.
- Task 6) Report: Summarize analysis approach and results in a brief technical report.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: September 30, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **ODOT COOPERATIVE IMPROVEMENT AGREEMENT FOR CROSSWALKS
& DOWNTOWN STREET SIGNS**

BACKGROUND

Crosswalks

As an effort to improve pedestrian safety on Marine Drive and Commercial Street, the City requested that the Oregon Department of Transportation (ODOT) replace worn out crosswalks at various locations with new continental style rectangular crosswalks. Following the City making the request, ODOT stated that certain crosswalks were no longer being maintained by ODOT as they were not approved by the State Traffic/Roadway Engineer. An example would be the crosswalk at 23rd Street and Marine Drive which has almost completely faded away. The City then requested that the ODOT State Traffic Engineer approve the crosswalk locations no longer maintained by ODOT so the crosswalks could be reinstalled. In an ODOT Interoffice Memorandum, the State Traffic/Roadway Engineer approved crosswalks at the following locations:

- West leg at 45th Street & Marine Drive
- East leg at 23rd Street & Marine Drive
- West leg at 18th Street & Marine Drive
- East leg at 17th Street & Marine Drive
- West leg at 15th & Marine Drive
- West leg at 15th & Commercial Street
- East and West legs at 10th Street & Marine Drive
- East and West legs at 10th Street & Commercial Street
- East leg at 8th Street & Marine Drive
- North leg at 8th Street & Bond Street

ODOT provided the City with a Cooperative Improvement Agreement for the placement of the crosswalks and associated signage, and provided grant funding in the amount of \$38,000 under the ODOT Bike & Pedestrian Improvement Program to fund the initial improvements. The crosswalks will be replaced with continental style crosswalks for increased visibility and durability and they will now be maintained by the City.

Street Name Signs

The Astoria Downtown Historic District Association (ADHDA) requested that the City replace the existing street name signs within the Downtown National Register Historic District with new historic Street name signs. According to ODOT, the existing green signs were installed in 1971. City Engineering staff worked with ADHDA to come up with concept designs for the historic street name signs. City Manager Brett Estes presented City Council with the different design concepts at the February 17th, 2014 goal setting session. Two options were presented with the only difference being variations of the City logo. Council requested that mockups of the two options be prepared to evaluate the preferred option. The mockups will be available at the October 6th Council meeting. ADHDA has reviewed the mockups and prefers the option with the bolder City logo as shown below.



Option recommended by staff and selected by ADHDA



Alternative Option with different City Logo

The City will enter into a Cooperative Improvement Agreement to have ODOT to install the new signs. ODOT will pay for and install the new street name signs along their facility

(Commercial Street & Marine Drive) but the City will be required to provide replacement signs in the future since the signs are non-standard. ODOT will install the signs provided by the City in the future. ODOT estimated their costs to be approximately \$10,000 for the work. Attached is an exhibit map showing the locations in the Downtown Historic District where the signs will be installed. The signs will be placed on the northeast and southwest corners of the intersection on their own 2 inch steel square tube posts.

DISCUSSION/ANALYSIS

ODOT has prepared a Cooperative Improvement Agreement for City approval that will provide the following:

Crosswalks – ODOT will provide materials and labor to install the initial crosswalk striping and signage at the approved locations. The City will maintain the improvements. ODOT will be providing \$38,000 in grant funds to pay for the crosswalk improvements.

Street Signs – ODOT will provide new street signs and poles (per approved design, color, and font size), labor, and future maintenance within the downtown historic district along the couplet of OR 30 (Marine Drive and Commercial Street). The City will provide replacement signs and ODOT will install any replacement signs within the same designated area. ODOT will be providing \$10,000 in District funds to pay for the sign improvements.

The Agreement has a term of 20 years and states that the work shall be completed within 2 years following the date of final execution by both parties. ODOT is planning on starting the crosswalk work the week of October 6th pending favorable weather conditions and completing the work as soon as practical. The street signs will take time to complete design, manufacture, and install. Once the ODOT signs are placed along Commercial Street and Marine Drive, staff proposes that street signs be purchased and installed within the City maintained portion of the Downtown Historic District as staffing allows. Staff estimates City costs for the City placed signs to be approximately \$12,000 and will be paid for through the Streets Fund. The City maintained Street signs are due to be replaced, as they are of similar age to the signs on the ODOT facilities.

RECOMMENDATION

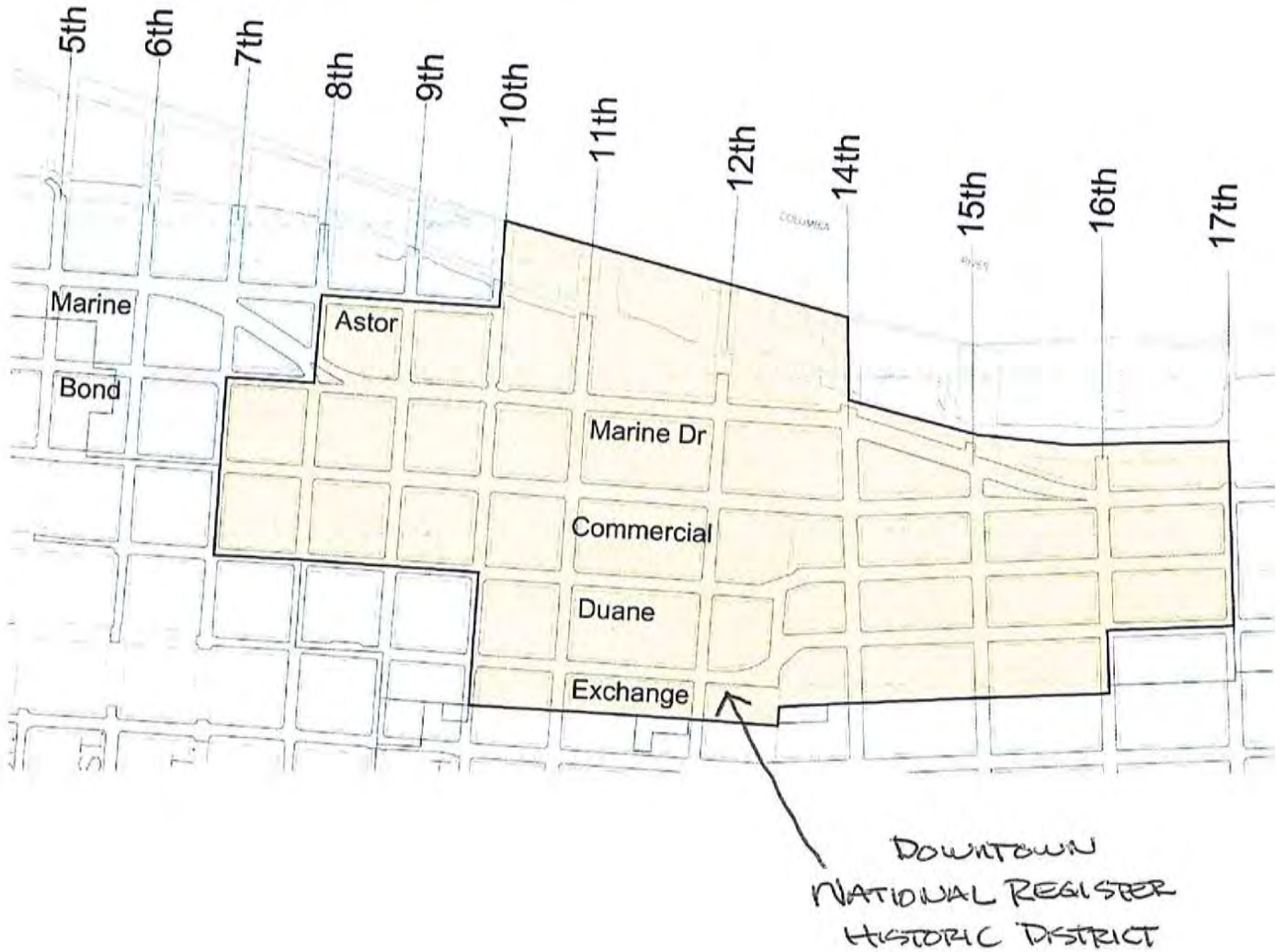
It is recommended that Council approve a downtown sign option and authorize the attached Cooperative Improvement Agreement with ODOT to allow placement of both crosswalk improvements and street name signs within the designated areas using both grant funding and ODOT district funds. It is further recommended that Council authorize staff to purchase and install street name signs for the portions of the Downtown Historic District maintained by the City of Astoria.

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

Prepared By Jeff Harrington
Jeff Harrington, City Engineer

Exhibit Map

Downtown National Register Historic District



COOPERATIVE IMPROVEMENT AGREEMENT
Street Signs and Crosswalks
City of Astoria

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF ASTORIA, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. US 30 (Lower Columbia River Highway), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC), and is routed through the corporate limits of the City of Astoria. Lower Columbia River Highway is known within the limits of this Project as Marine Drive and Commercial Street. 45th Street, 23rd Street, 18th Street, 17th Street, 15th Street, 10th Street and 8th Street are part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes.
4. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
5. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State agrees to mark crosswalks and install related signage at various locations within the city limits of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch maps attached hereto, marked "Exhibits A1, A-2 and A-3," and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$48,000 in state funds. The estimate for the total Project cost is subject to change. State shall be responsible for any Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties. Maintenance responsibilities shall survive any termination of this Agreement.
4. State requested and received approval from the State Traffic/Roadway Engineer to install crosswalks and related signage at the intersections as described in "Exhibit B," attached hereto and by this reference made a part hereof.

AGENCY OBLIGATIONS

1. Agency understands the Project shall be marked and maintained to State standards.
2. Agency agrees to maintain, at its own expense, the crosswalks and signage installed as part of the Project.
3. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
4. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold

harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

6. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 1 Office prior to the commencement of maintenance of the crosswalks and signs.
9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Agency's Project Manager for this Project is Ken Cook, City Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; telephone (503) 338-5177; email kcook@astoria.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall be responsible for all costs associated with construction and installation of the Project.

2. State shall, at its own expense, mark crosswalks as shown in Exhibits A-1 and A-2, install signs as shown in Exhibit A-3, and as further described in Exhibit B.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State grants authority to Agency to enter upon State right of way for the maintenance of this Project as provided for in miscellaneous permit to be issued by State District 1 Office.
5. State's Project Manager for this Project is Bill Jablonski, Assistant District 1 Manager, 350 West Marine Drive, Astoria, Oregon 97103; telephone (503) 325-7222; email: william.r.jablonski@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page Follows

City of Astoria/ODOT
Agreement No. 30011

CITY OF ASTORIA, by and through its
elected officials

By _____
Title:

Date _____

By _____
Title:

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:

Ken Cook, Public Works Director
City of Astoria
1095 Duane Street
Astoria, Oregon 97103
(503) 338-5177
KCook@astoria.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Maintenance and Operations
Manager

Date _____

By _____
District 1 Manager

Date _____

State Contact:

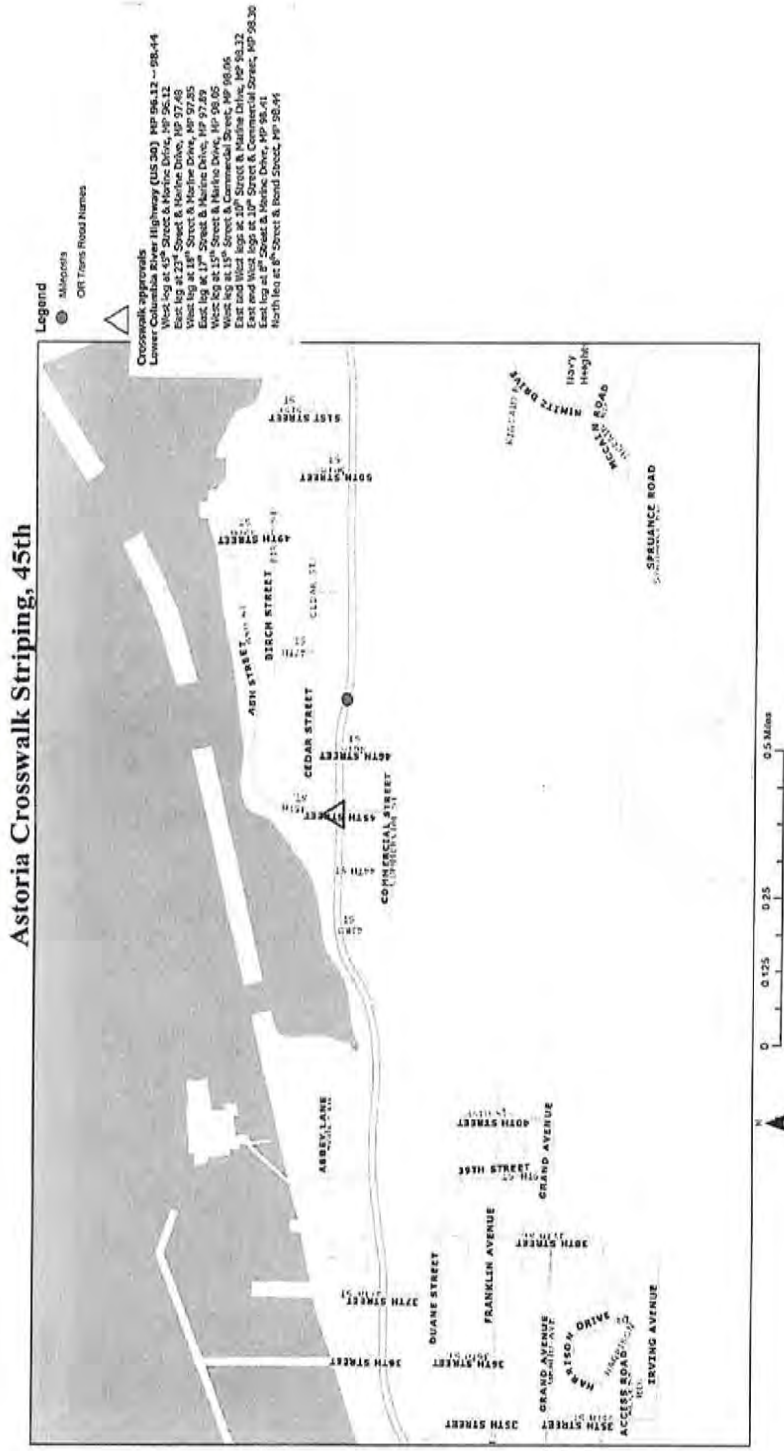
Bill Jablonski, Assistant Dist. Manager
ODOT Region 2, District 1
350 W. Marine Drive
Astoria, Oregon 97103
(503) 325-7222
William.r.jablonski@odot.state.or.us

EXHIBIT A-1
Crosswalks Project Location Map

Astoria Crosswalk Striping, 8th to 23rd



Exhibit A-2
Crosswalks Project Location Map



**Exhibit A-3
 Sign Placement Map**

Astoria Signage, 8th St to 16th Street

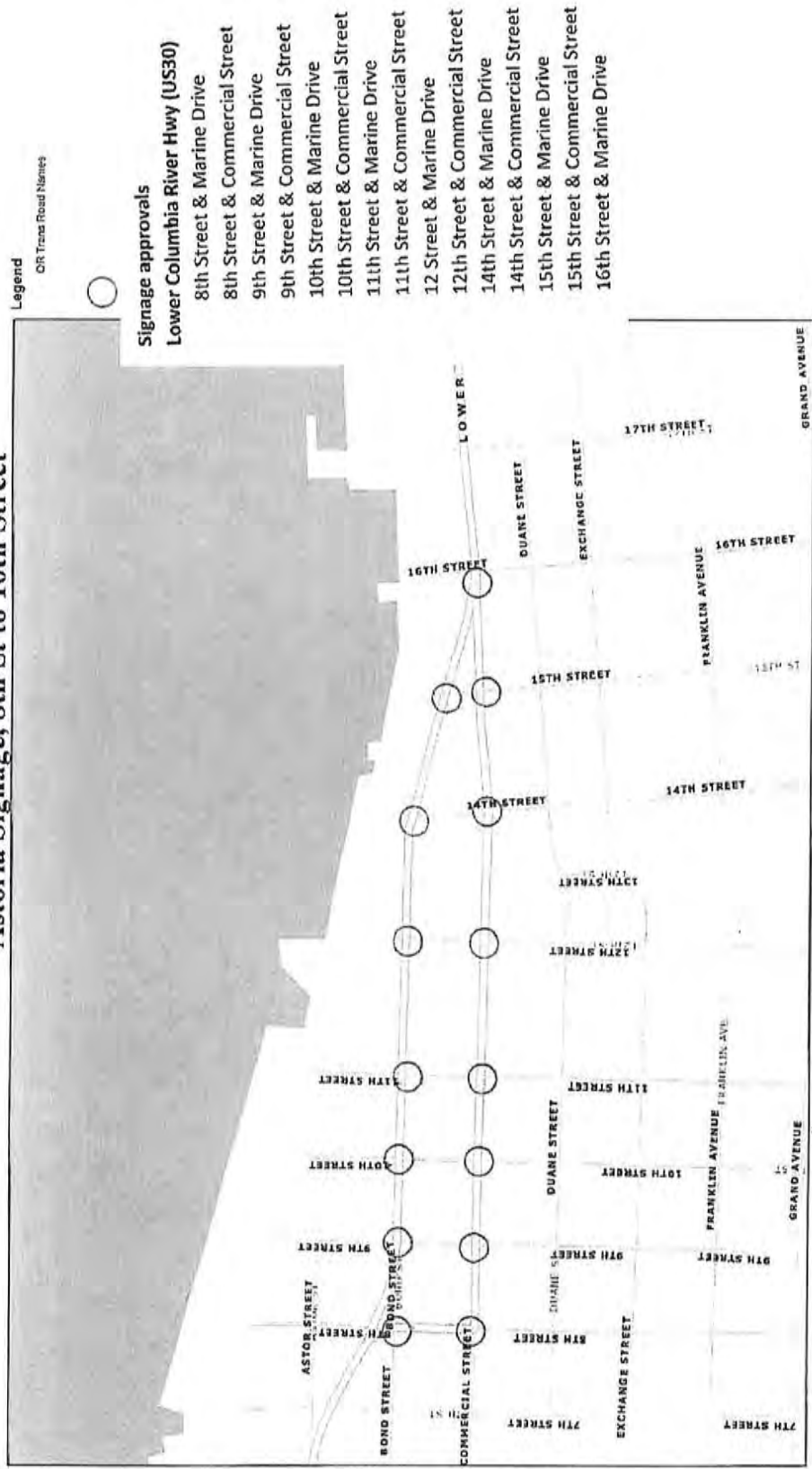


Exhibit B



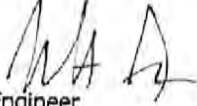
INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section
Office Phone: (503) 986-3568
Fax Number: (503) 986-3749

DATE: October 10, 2013

TO: Dorothy Upton, P.E.
Region 2 Traffic Engineer

File Code: Hwy 2W MP 96.12 – 98.44

FROM: Bob Pappé, P.E., P.L.S. 
State Traffic/Roadway Engineer

SUBJECT: **Crosswalk approvals**
Lower Columbia River Highway (US 30) MP 96.12 – 98.44
West leg at 45th Street & Marine Drive, MP 96.12
East leg at 23rd Street & Marine Drive, MP 97.48
West leg at 18th Street & Marine Drive, MP 97.85
East leg at 17th Street & Marine Drive, MP 97.89
West leg at 15th Street & Marine Drive, MP 98.05
West leg at 15th Street & Commercial Street, MP 98.06
East and West legs at 10th Street & Marine Drive, MP 98.32
East and West legs at 10th Street & Commercial Street, MP 98.30
East leg at 8th Street & Marine Drive, MP 98.41
North leg at 8th Street & Bond Street, MP 98.44

City of Astoria

We have received your request to approve the marking of the crosswalks at the above locations in the City of Astoria. The crosswalk markings and other enhancements are expected to encourage pedestrians to cross at these locations and contribute to improved driver stopping compliance. In accordance with Oregon Administrative Rule (OAR) 734-20-0410, I approve your request. We concur with your plan to utilize continental-style marking at these crosswalks.

Several other intersections and mid-block locations in this vicinity have previously been approved for marked crosswalks. This approval does not affect those intersections. If you have any questions or concerns regarding this approval, please contact Gary Obery at 503-986-4062.

Electronic Courtesy Copies:

David Neys, District 1 Manager
Larry McKinley, Area 1 Manager
Amanda Salyer, Reg. 2 Senior Traffic Investigator
Doug Bish, Traffic Engineering Services Manager

Angela Kargel, Region 2 Traffic Manager
Gary Obery, Active Modes Traffic Engineer
Kevin Haas, Traffic Investigations Engineer

GRO/lbm




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

October 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CSO RATE RESOLUTION

DISCUSSION/ANALYSIS

The Budget Message

The FY 2014-15 Budget Message indicated that a projected 9% Combined Sewer Overflow (CSO) Rate increase would result in the average customer utility bill going up by \$5.85 per month or \$66.96 per year. This calculation made a mistake by using the bi-monthly basic charge of \$39.11 instead of \$19.56 as the monthly basic charge for this calculation.

Since the FY 2014-15 budget hearings, City staff has made a second adjustment to the CSO projection by changing the estimated amortization term from 20 years to 25 years for the loans that have not yet been closed.

The result is that a 9% CSO rate adjustment for FY 2014-15 would result in an average monthly increase of \$3.93 instead of \$5.85. The average annual increase would be \$47.18 instead of \$66.96.

CSO Financing

There are five CSO construction phases. Each project in each phase is financed with loans that have been provided by either Department of Environmental Quality (DEQ) or Business Oregon's Infrastructure Financing Authority (IFA). Along the way the CSO projects have been subsidized by grants in the amount of \$3,045,000. City Engineering staff also accomplished a reduction in the scope of the whole project that reduced the overall cost by \$10,000,000.

Payments on the loans are funded by the CSO surcharge that is based on a percentage of the sewer bill. Staff analyzes the relationship between the projected debt payments due and the surcharge required to meet the payments. The projection anticipates future annual payments based on estimates of projected costs, when any given project will be completed and when the debt service will be due. The projections are based on the best estimates available now. They are updated with meticulous care every year so that the surcharge is as low and as accurate as it can be for any given year.

There is a debt service payment every year. The CSO surcharge needs to be adequate to meet the debt service requirement. Increases generally have occurred each year so that the increases are averaged out over time. A significant increase in any given year needs to be avoided. The surcharge for FY 2013-14 has been 77% of the sewer bill. Staff is recommending a 9% increase for 2014-15. The CSO surcharge rate would go to 86%. The monthly bill impact is described above.

Subsidize the CSO Rate Increase with Timber Sale Resources

There has been discussion that the City could subsidize the CSO rates with proceeds from watershed timber sales in the amount of \$100,000 for FY 2014-15. Staff has run an analysis for FY 2014-15 to reduce the CSO surcharge proceeds by \$100,000 and budget a transfer of \$100,000 from the Capital Improvement Fund to the CSO Debt Service Fund. This results in a reduction of the CSO surcharge rate increase to 3% (from 77% to 80%) with a monthly bill increase of \$1.31 or \$15.71 for FY 2014-15.

Issues Related to Using Timber Sale Revenues as a Subsidy for CSO Rates

There are four issues that come up with the notion of using timber sale proceeds to subsidize the CSO surcharge rate.

- While reducing the amount paid by rate payers for one year, a one year subsidy makes little impact on the overall projection of future CSO surcharge debt. There is a projected debt service increase projected for FY 2023-24 that results in the need for a CSO surcharge in the range of 140%. Unless there is an ongoing annual subsidy a one-year subsidy does little to offset the overall CSO rate requirement. An annual subsidy may not be sustainable as addressed below.
- The watershed timber sales for FY 2014-15 are not necessarily typical of the revenues from these sales. The City received a higher than market bid for the timber cut. There is no guarantee that this level of revenue from future sales will occur.
- The current timber cut is scheduled to be in the range of 1% to 1.5% of timber available. If this were increased to 3%, the timber would be depleted beyond the ability to replenish it. A 3% cut implies a commercial level cut of the watershed that could severely impact on the quality of the City's water supply.
- The Capital Improvement Fund resources have typically been used for the capital needs of the City's general services. The other aspect is that the Capital Improvement Fund has limited resources. One revenue resource is the State shared revenues budgeted at \$217,000. Timber sales for this fiscal year are projected at \$160,000. This amount reflects what was understood as the net revenues from timber sales at the time the FY 2014-15 budget was developed. At the time the FY 2014-15 budget was developed the projected timber sale revenues were not available.

For FY 2014-15 the resources without the Senior Center Grant are \$678,440. The budgeted expenditures without the Senior Center project are \$349,990. This leaves a resource cushion of \$328,450 as a carryover to FY 2015-16, if there is not a need to appropriate this contingency. Of these appropriations in the FY 2014-15 budget: \$99,200 is for ongoing material and services expenses; \$210,310 is appropriated for general service capital assets like computer replacements and Police needs and \$40,480 is for debt service. That being said, approximately \$350,000 will be received from the current timber sale.

As stated earlier, the Capital Improvement Fund has been used to fund major City construction projects and / or other capital intensive needs, such as vehicles. There are several capital intensive projects included in this year's City Council goals. Additionally, there are other items that have been discussed by City Council or have been identified as future needs by staff. Some of these projects / needs include:

- Library renovation / expansion;
- Fire ladder truck for which specific funding has not yet been determined;
- Park facilities such as a dog park / Heritage Square
- Aquatic Facility maintenance including: re-plastering the lap pool; lighting replacement; piping for the showers and hot water upgrades, estimated at \$275,000; other Park facilities maintenance;
- Computer network replacements and upgrades averaging about \$40,000 a year;

A resolution implementing the 9% CSO rate increase that was included in the FY 2014-15 budget is attached to this memorandum for Council's consideration.

RECOMMENDATION

It is recommended that City Council provide direction as to implementation of the CSO rate increase included in the FY 2014-15 budget and consider adoption of the CSO rate resolution.

By: _____


John Snyder, Financial Analyst

RESOLUTION NO. 14 -

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES
AND CONDITIONS FOR SEWER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a sewer system inside the City limits. These sewer facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the City who wants to have the system available for disposing of sewage.

WHEREAS, users of the sewer system should be charged rates that reflect the operation of this system as a public utility in the City, persons who do not use the sewer utility should not be required to pay monthly utility rates. Use of the sewer system occurs when the water service to improved property is requested to provide water for the property, because water is the medium for carrying sewage through the system.

WHEREAS, the rate structure of the sewer utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property as a direct consequence of ownership of that property, the utility's rate structure should, nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under Section 3.040 of the Astoria Code, the City Manager is authorized to enforce sewer rules and regulations and the City Council hereby approves the following rules and regulations and sets the sewer rates.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE:

SEWER REGULATIONS

Section 1.01. Definitions.

- (1) "City" shall mean City of Astoria, or its authorized designee or representative.
- (2) "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter.
- (3) "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- (4) "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- (5) "Combined Sewer" shall mean a sewer that is designed as a sanitary sewer and a storm sewer.
- (6) "Customer" shall mean a person, corporation, association or agency who has requested and is receiving water and sewer service.
- (7) "Garbage" shall mean solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

- (8) "Industrial Waste" shall mean the liquid waste from industrial manufacturing processes, trade, or business as distinct from domestic-type sewage.
- (9) "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (10) "Person" shall mean any individual, firm, company, association, society, corporation or group.
- (11) "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (12) "Properly Shredded Garbage" shall mean the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.
- (13) "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (14) "Sanitary Sewer" shall mean a conduit intended to carry liquid and water-carried waste from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface water that are not intentionally admitted.
- (15) "Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm water as may be present.
- (16) "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.
- (17) "Collection Systems" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (18) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (19) "Shall" is mandatory; "may" is permissive.
- (20) "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- (21) "Storm Sewer" (sometimes termed "storm drain") shall mean a sewer designed to carry only storm water, surface run-off, street wash water and drainage.
- (22) "Suspended Solids" shall mean solids that are either floating on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.
- (23) "Watercourse" shall mean a channel in which a flow of water occurs either continuously or intermittently.

Section 1.02. Use of Public Sewer Required.

- (1) No person shall deposit or permit to be deposited in an unsanitary manner any human or animal excrement, garbage or other objectionable waste upon public or private property within the City of Astoria, or in any area under the jurisdiction of said City.
- (2) No person shall discharge any sanitary sewage, industrial waste, or other polluted waters to any natural outlet within the City of Astoria, or in any area under the jurisdiction of said City.
- (3) The owners of residences, buildings or properties used for human occupancy, employment, recreation or other purposes, within the City and abutting any street, alley or right-of-way in which a public sanitary or combined sewer of the City, is located or may be located in the future, are hereby required to install suitable toilet facilities therein, at their own expense, and to connect such facilities directly to the proper public sewer in accordance with the provisions of these rules and regulations within 90 days from the date of official notice to do so, provided that said public sewer is within 500 feet of the property line. If the owner fails to connect to the sewer as required, or fails to pay the connection and tapping charge when due, the City may discontinue water service until the connection is made and the charge is paid.
- (5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 1.03. Building Sewers and Connections.

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
- (2) There shall be two (2) classes of building sewer permits: (1) for residential and commercial services, and (2) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application for service on a special form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. Fees are set forth in Section 1.08.
- (3) All costs and expenses incidental to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage incurred, directly or indirectly by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for each residential unit within a condominium and for each residential building. Each commercial or industrial building shall have a separate and independent building sewer.
- (5) An old building sewer may be used in connection with new buildings only when it, upon examination and testing by the City, to meet all requirements of this resolution.
- (6) The connection of the building sewer to the public sewer shall be made at a "Y" branch or "T" if such fitting is available at a suitable location. If no fitting is available, a tap will be made using an approved tapping saddle. Where no properly located "Y" branch or "T" is available, the tap will be made by the City for a tapping charge as given in Section 1.08 or by a State licensed plumbing contractor. If the connection is made by a contractor, the contractor shall have the connection inspected by the City prior to backfilling.
- (7) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Public property disturbed in the course of the work shall be restored in a manner satisfactory to the City within a reasonable time.

- (8) The user/owner of any private or building sewer shall be responsible for maintenance to the point of connection with the public sewer.
- (9) The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of pipe, jointing, testing, and trench backfilling, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the material and procedures set forth in appropriate specifications of the American Society for Testing and Materials (ASTM) and Water Pollution Control Facility (WPCF) Manual of Practice No. 9 shall apply.
- (10) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (11) The connection of the building sewer to the public sewer shall conform to requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the City prior to installation.
- (12) The applicant for a building sewer permit shall notify the Public Works Engineering office when the building sewer is ready for inspection and connection to the public sewer. Connections made by a contractor must be inspected by the City prior to backfilling.

Section 1.04. Use of Public Sewers.

- (1) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer where there is a storm sewer system available. New construction or extensive remodeling in areas where separate City sewers are not available will be piped separately to the street right-of-way line, and joined into a combined sewer line to the City main.
- (2) Storm water and all other unpolluted drainage shall be discharged to such sewers specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the City. Upon approval by the City, industrial cooling water or unpolluted process water may be discharged to a storm sewer, combined sewer, or natural outlet.
- (3) No person shall discharge or cause to be discharged any of the following described water or waste to any public sewers:
 - (a) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - (b) Water or waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other waste that may injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/1 as cyanide ion in the waste as discharged to the public sewer.
 - (c) Water or waste having a pH lower than 6.2 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the collection systems.
 - (d) Solid or viscous substances in quantities or size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection systems such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,

plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

- (4) No person shall discharge or cause to be discharged the following described substances, materials, water or waste if it appears likely in the opinion of the City that such waste can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these waste, the City will consider such factors as to quantities of subject waste in relation to flows and velocities in the sewers, construction materials of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of waste in the sewage treatment plant and other pertinent factors. The substances prohibited are:
- (a) Liquid or vapor having a temperature higher than 150 degrees F (65 degree C).
 - (b) Water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/L or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees F (0 and 65 degrees C).
 - (c) Garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval by the City.
 - (d) Water or waste containing strong acid iron pickling waste, or concentrated plating solutions whether neutralized or not.
 - (e) Water or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or waste exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
 - (f) Water or waste containing phenols or other taste-or-odor-producing substances, in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving water.
 - (g) Radioactive waste or isotopes of such half-life or concentration that may exceed limits established by the City in compliance with applicable State or Federal regulations.
 - (h) Water or waste having a pH less than 6.2 or greater than 8.5.
 - (i) Materials which exert or cause:
 - 1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - 2. Excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions).
 - 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - 4. Unusual volume of low or concentration of waste constituting "slugs" as defined herein.

- (j) Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving water.
- (5) If any water or waste is discharged or are proposed to be discharged to the public sewers, which water contain the substances or possess the characteristics enumerated in paragraphs 3 and 4 of this section, or which in the judgment of the City may have a deleterious effect upon the collection systems, processes, equipment, or receiving water, or which otherwise create a hazard to life or constitute a public nuisance, the City may:
- (a) Reject the waste;
 - (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (c) Require control over the quantities and rates of discharge; and/or
 - (d) Require payment according to Section 1.09.

If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval by the City and subject to the requirements of all applicable codes, ordinances and laws.

- (6) Grease, oil and sand interceptors shall be installed and maintained by the customer when, in the opinion of the City, interceptors are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable waste, sand or other harmful ingredients; except that such interceptors shall not normally be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be placed in a location that is readily accessible for cleaning and inspection.
- (7) Where preliminary treatment or flow-equalizing facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (8) When required by the City, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the waste. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at his expense, and shall be maintained by the owner so as to be safe and accessible at all times.
- (9) All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this resolution shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the collection systems and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pHs are determined from periodic grab samples or continuous pH recorder.)

Section 1.05. Protection from Damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal collection systems. Any person violating this provision shall be subject to immediate arrest. The utility shall be reimbursed by the offender for any such damage promptly, upon presentation of a bill, along with any other compensation due.

Section 1.06. Powers and Authority of Inspectors.

Duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these rules and regulations.

Section 1.07. Penalties.

- (1) Any person found in violation of any provisions of these rules and regulations, excluding Section 1.05 shall be served by the City with written notice stating the nature of the violation and a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (2) Any person who continues any violation beyond the time limit provided for in Section 1.07, subsection (1), shall be guilty of a misdemeanor. Each day in which any such violation continues shall be deemed a separate offense.
- (3) Any person violating any of the provisions of these rules and regulations shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

Section 1.08. Connection and Tapping Charges.

- (1) Each permit application shall be accompanied by the payment in full of the connection deposit determined according to the schedule below. The amount of the connection deposit is determined on a basis of the water meter size required to meet the occupancy requirements.
- (2) The connection deposit shall be as follows:

<u>Size of Water Meter</u>	<u>Connection Charge</u>
5/8" or 3/4"	\$ 738.40
1"	1,470.37
1-1/2"	2,098.47
2"	3,367.82
3"	6,936.35
4"	9,663.23
6"	19,222.57
8"	33,911.55
10"	43,937.10

Connection charges for meters larger than 10" shall be determined by the City Council. A final billing for connection charges is based upon the actual cost of labor, materials and administration.

- (3) Actual taps of the City sewer will be performed by the City or an authorized contractor. The tapping charges are based upon the actual cost of labor, materials, and administration.

An estimate of the tapping charge shall be paid as a deposit prior to the issuance of a permit.

- (4) The applicant shall make the excavation, with proper shoring, to the City sewer. The City will inspect the excavation prior to the City or contractor performing the actual tap.
- (5) Storm Water Connection Fee. The service fee for storm water connection to property that is of average lot size (5,000 square feet) is \$500. Fees for property larger than 5,000 square feet and commercial properties will be calculated at \$0.10 per square foot.

Section 1.09. Sewer Service Charge.

- (1) The owner, lessee, or agent of any premises connected to the City sewer system, except those producing waste as described in Section 1.04, shall pay a sewer service charge as follows:
 - (a) The bi-monthly minimum sewer service charge for dwelling units shall be \$39.11 effective November 1, 2014.
 - (b) For bi-monthly water use in excess of 4,000 gallons for each installed meter, the sewer service charges shall be the bi-monthly minimum sewer service charge plus \$4.36 per each thousand gallons in excess of 4,000 gallons, effective November 1, 2014. In any case, the charge shall not be less than the minimum sewer service charge.
- (2) Those premises producing waste as described in Section 1.04, which the City is willing to accept, shall pay the rates set forth in subsection (1) above, plus any added costs of handling and treating the waste not covered by existing sewer charges.
- (3) All properties in the City of Astoria with a minimum of 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (4) Charges for irrigation water used shall be the same as other water; however, there will be no sewer fee assessed for the water used for irrigation.
- (5) Water used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used at the premises during the three bi-monthly billing periods preceding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.
- (6) The bill shall be prorated equitably for less than a one-month period in case of occupancy change.

Section 1.10. Surcharge for Combined Sewer Overflow

- (1) The Finance Director shall bill and collect a 86% surcharge on all sewer billings to be applied to the correction of Combined Sewer Overflows (CSO) in Astoria.

- (2) The CSO surcharge shall be billed as part of the sewer item on the municipal water bill for every customer and it is due and collectable at the same time and in the same manner as the water bill. All monies collected as CSO surcharges will be placed in a CSO Fund and will be used exclusively for the correction of combined sewer overflows in Astoria.
- (3) If a CSO surcharge is not paid when due, the City may shut off water service until all delinquent utility charges are fully paid. Procedures and fees for processing of delinquent accounts are as provided in the current resolution establishing rules and regulations for water service.

Section 1.11. Billing Procedures.

- (1) Procedures and rules governing the billing, collection, credit extension and shut off for past due accounts are contained in the Water Resolution sections 1.01.
- (2) The sewer service charge shall be billed as a separate item on the municipal water bill for the same customer and is due and collectible at the same time and in the same manner as the water bill. All funds collected as sewer charges will be placed in the sewer department of the Public Works Fund.

Section 1.12. Private Sewage Disposal.

- (1) When a public sanitary sewer is not available under the provisions of Section 1.02, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this resolution.
- (2) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit from the Oregon State Department of Environmental Quality.
- (3) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 1.02, a direct connection shall be made to the public sewer in compliance with this resolution, and any septic tanks, cesspools, and similar private sewage disposal facility shall be abandoned in accordance with State law at no expense to the City.
- (4) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.
- (5) No statement contained in this resolution shall be construed to interfere with any additional requirements that may be imposed by the Oregon State Department of Environmental Quality.

Section 1.13. Nonuse of Sewer.

If a sewer which connects a building with the City sewer system is not to be used due to the fact that the water has been turned off at the premises, and the Finance Director has received a written notice that there will be no use of the sewer or water, the owner or occupant shall not be charged for sewer use during the period of discontinuance or until the water is turned on.

Section 1.14. Private Water Supply.

Where a private source of water is used and then discharged into the sewer system, the private source shall be metered and the sewer service charge determined as provided in Section 1.09.

Section 1.15. Penalties.

Any violation of these regulations may subject violator to water turn off, a \$262.73 fine, or both, in addition to any other legal remedies available to the City.

Section 1.16. Review and Revision of Rates.

Sewer service charges established in Section 1.09 of this resolution shall, at a minimum, be reviewed annually and revised periodically to reflect actual costs of operation, maintenance, and replacement of the treatment works and to maintain the equitability of the user charge with respect to proportional distribution of the cost of operation and maintenance in proportion to each user's contribution to the total wastewater loading of the treatment works.

Section 1.17. Notification.

Each user will be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges, which are attributable to wastewater treatment services.

Section 1.18. Repeal of Resolution.

Resolution No. 13-21, adopted by the City Council on June 17, 2013, is hereby repealed and superseded by this resolution.

Section 1.19. Effective Date.

The provisions of this resolution shall be effective November 1, 2014.

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

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

ATTEST:

Mayor

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor LaMear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

October 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: WATER RATE RESOLUTION

DISCUSSION/ANALYSIS

A resolution that sets the water rates for FY 2014-15 is attached. It indicates that the consumption charge is \$3.59 per 1,000 gallons of consumption. This charge, along with the demand charge is the same as the previous fiscal year. There is no change in the water rates. The purpose of providing this resolution is to provide continuity with the rates charged from year to year.

RECOMMENDATION

It is recommended that City Council consider approving this resolution.

By: 
John Snyder, Financial Analyst

RESOLUTION NO. 14 -

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES
AND CONDITIONS FOR WATER SERVICE.

WHEREAS, the City of Astoria provides a valuable public service by providing a waterworks and water distribution system inside and outside of the City limits. These water facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the city who want to have the system available for supplying domestic, commercial, industrial, fire protection, public or other water service. Although owned by and operated primarily for the citizens of Astoria, the system provides water as available to water districts and customers outside the Astoria City limits.

WHEREAS, users of the water system must be charged rates that reflect costs of ownership and the operation of the water system as a public utility in the city. Property owners who do not use the water utility generally should not pay utility rates. However, some use of the water system occurs when the water service to improved property is sized to provide water for fire suppression on the property, even though no water is being consumed by such service.

WHEREAS, the rate structure of the water utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property owner as a direct consequence of ownership of that property, the utility's rate structure should nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under sections 3.025 and 3.100 of the Astoria Code, the City Manager is authorized to enforce water rules and regulations and the city council hereby approves these rules and regulations and sets rates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE.

Definitions

Access/Demand Charge: Means the charge made to each user to cover direct and indirect costs attributable to sizing and maintenance of the water system so that water is available for a customer's requirements upon demand.

After Hours: Means any time other than that covered by "normal working hours" in the definitions section.

Applicant: Means any person, corporation, association or agency applying for water service as defined below under Property Owner or Non Owner Applicant

Auxiliary Water Supply: Means any supply of water used to augment the supply obtained from the City water system which serves the premises in question.

Backflow Prevention Assembly: Means a backflow prevention assembly such as a Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Reduced Pressure Principle Backflow Prevention Assembly, or Reduced Pressure Principle-Detector Backflow Prevention Assembly and the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit, and a model approved by the Oregon Department of Human Services.

City: Means the City of Astoria, its staff and/or designee (authorized representative).

City Service Line: Means any pipe and fittings which connect a water main to a water meter or "customer service line".

Cross-Connection: Means any actual or potential unprotected connection or structural arrangement between the public or user's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered to be cross connections.

Customer: Means a person, corporation, association or agency that has requested and is receiving water service.

Customer Service Line: Means any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

Equivalent Dwelling Unit (EDU): Means that each user is related to an average single family detached dwelling by both size of water service required and the average consumption for such a unit. Each EDU is taken to be a unit which can be served by a 5/8" service or consumes approximately 320 gallons per day. For the purpose of this resolution, EDUs will determine the meter or pipe size.

Fire Service: Means service installed for the specific purpose of fire protection (hose connection or sprinklers).

Multiple Service Connection: Means a property with a single meter water service serving multiple EDU's.

Normal Working Hours: Means any normal workday (Monday-Friday except holidays) between the hours of 8:00 a.m. and 4:00 p.m.

Property Owner: Means an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is understood that an agent can be appointed to act on behalf of the legal owners. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

Service: Means that combined facility made up of both a "City service line", and a "customer service line".

Single Service Connection: Means a property with a water service serving a single EDU.

Tenant: A person, including a vendee under a land sales agreement, lawfully occupying a property to which utility serves are provided pursuant to an agreement with the owner.

User: Means any person, corporation, or other entity using water through an established service line.

Water Main: Means any pipe owned by the City of Astoria laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

Water Meter: Means any device used for the measurement of water delivered to an individual location or user (service).

Water System: Means the water supply source including treatment facilities, storage, distribution facilities under the City's control, and ending at the point of delivery to the water user's premise.

Application for Service

Section 1.01. Application for Water Service.

- (1) An application for the installation of a new meter service shall be made to the Engineering Department. The applicant must be a Property Owner as defined. Upon completion of the new meter application process and prior to the physical installation of the meter, the applicant shall apply for water service with the Finance Department as outlined in the steps below.
- (2) An application for an existing water service shall be made to the Finance Department in person. All applicants must provide acceptable photo identification sufficient to meet the guidelines of the Cities Identity Theft Protection Program.
- (3) An applicant shall state fully and truly all the purposes for which the water may be required and shall agree as a condition for such use, to conform to the provisions of the Astoria Code and the rules and regulations of the City concerning water use.
- (4) If the applicant has outstanding unpaid amounts from a previous utility service with the City, those balance must be paid in full to either the City or it's assigned collection agent if applicable prior to the granting of service.
- (5) If the applicant is the Property Owner for which service is to be provided, they shall provide sufficient proof of ownership. Possible sources of proof can be a property deed, property tax statement, escrow documents or other documentation as agreed to by the Finance Director.
- (6) If the applicant is a Tenant, the Property Owner shall complete an Application For Non Owner Utility Service form as provided by the City. This form must be signed by the Property Owner for each new Tenant for service.
- (7) In the event that the City is unable to grant service to a Tenant, the property owner can agree to accept direct billing for the service in lieu of the Tenants application.

Section 1.02. Property Owner Responsibility. The Property Owner shall be considered ultimately responsible for service charges incurred on their property whether incurred directly or indirectly through a Tenant.

- (1) For Single Service Connections only, the Property Owner can choose at the time of application to be billed directly for service or for the bill to be directed to a Tenant.
- (2) For Multiple Service Connections, the Property Owner will be billed directly for all service provided.
- (3) Charges incurred shall include routine charges for service, past due amounts and late, shutoff and turn on fees as well as other reasonable charges that may occur as determined by the Finance Director.
- (4) The City shall notify the Property Owner in writing, at the last known address of the Property Owner at the time of initial notification of an unpaid bill to the Tenant.

- (5) Once a water service is discontinued for nonpayment, the service will not be reconnected until all outstanding amounts for the service address have been satisfied and in the case of a Tenant the account will be switched over into the Property Owners name until the account is brought current.
- (6) In the event that a service has unpaid balances from either a Property Owner or a Tenant, no new Tenant applications will be considered for that service and the account will remain in the Property Owners name until such time as the account is brought current. Upon the account being brought current, the account can be switched into the Tenant's name upon the completion of the application process.
- (7) By accepting service, the Property Owner is granting consent for the City to lien the service property in the event that a billing remains unpaid for greater than 60 days from the date of the original due date.

Section 1.03. Deposit for Water Service. The City can require a deposit in the amount of \$150 to be paid prior to granting a water service. The determination for a deposit requirement shall be made on the following:

- (1) An account in good standings is defined as an account that has had no more than 2 late payments in the 12 months of prior service. A late payment is defined as the sending out of a late notice commonly referred to as a Gold Notice. Any shutoffs in the previous 12 months of prior service will cause an account to be considered to not be in good standing.
- (2) If the applicant has had a previous utility service with the City within the previous 24 months, and the applicant maintained an account in good standings, then the deposit will be waived.
- (3) If the applicant can provide either a letter of good standing or an account history from a previous municipality showing/demonstrating an account in good standing, then the deposit will be waived.
- (4) An applicant with an outstanding balance owed to the City from a previous service will be not be considered to be an account in good standing.
- (5) For the purposes of this section married individuals will be considered to be one applicant with consideration of the deposit requirements applied to both jointly.
- (6) Upon 12 months of an account being in good standings, the deposit will automatically be applied to the following billing cycle. When an account is closed with an outstanding deposit, the deposit will be applied to the final balance.
- (7) The Tenant agrees that in the event that the account is unpaid and is charged against the Property Owner, the City can apply their deposit against the outstanding balance in partial or full satisfaction of the outstanding amount.
- (8) When an account is in arrears, the deposit cannot be used to bring the account current.

Section 1.04. Closing a Service. An account can be closed over the phone if the individual is able to properly identify themselves as the applicant. Otherwise the applicant must come in to the Finance Department in person to close the account.

Regulations of Service Facilities

Section 2.01. Customer Service Line.

- (1) Customer service lines used from the meter to the property line and within the bounds of the premises shall meet the standards of the current edition of the Oregon State Plumbing Code. Pipe used between the main and the meter is installed and maintained by the City, except where the meter is located at a distance from the main further than the street property line, in which event special arrangements shall be made by the owner, lessee or agent of the premises to pay for the cost of the extra length of line.
- (2) If pressure reducers or devices which restrict backflow are installed on a customer's service line, they shall be the owner's responsibility and meet the standards of the current edition of the Oregon State Plumbing Code.
- (3) Customer service lines between the main and the wall of the building shall be laid not less than two feet below the grade of the street and the surface of the ground.

Section 2.02. Unlawful Water Connections.

- (1) No person may connect to or disconnect from the City water system unless previously authorized by the City.
- (2) A customer shall obtain permission from the City before a customer service line is connected to a water meter. Such work shall be performed at the expense of the owner, lessee or agent of the premises. All water rates and charges owed by the applicant shall be paid in full before permission to connect with the City water system is granted.

Section 2.03. Water Service.

- (1) Water Service, including a meter of suitable size, shall be furnished by the City upon application to the Finance Department and the Engineering Division for new installations and prepayment of the charge or estimate therefor. The City shall furnish all labor and materials necessary for construction, of service to the customer's property line, including meter adapter for customer's service line. The fee to be charged for a water service where the main is within 50 feet of the meter location shall be as given in the Fee Schedule, Section 5.01.
- (2) The City maintains city service lines within the City limits, from the main to and including the water meter without further cost to the property owner. Maintenance of the customer service line beyond the water meter is the sole responsibility of the customer.
- (3) The access/demand charges are based on water meter size as determined by EDU, and on the volume of water required to be available as standby service. New water meter size shall not be less than indicated by the City's standard EDU chart based on number of units or consumption. Alternative sizes designed and specified by a Professional Engineer or Architect and specifically reviewed and approved by the City Engineer will be considered.
- (4) Temporary suspension of service (for periods of less than 12 months) will be provided upon request at no fee. Reinstatement of service will be subject to a reinstatement fee as provided in Section 5.01, Fees and Rates.

Section 2.04. Repair and Protection of Service Lines.

All customer service lines shall be kept in repair and protected from freezing at the expense of the owner, lessee, or agent of the premises, who is responsible for all damages resulting from leaks or breaks.

The customer shall be liable for any damage to a meter or other equipment or property owned by the City which is caused by an act of the customer or the customer's agents. Such damage includes breaking or destruction of locks on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The City shall be reimbursed by the customer for any such damage promptly upon presentation of a bill.

Section 2.05. Service Disconnection.

Temporary disconnection for repairs. Water will be turned off and on without charge during "normal working hours" for customer originated system or equipment repairs or replacements, which are scheduled with the City. Temporary disconnection outside normal working hours shall be subject to fees as prescribed in Section 5.01, below.

Section 2.06. Separate Control of Service.

When more than one residence or premises is connected to one water meter, customer service lines shall be arranged so that the supply to each separate residence or premises may be controlled by a separate valve.

Section 2.07. Joint Use. (Inside or Outside the City)

Where water is supplied through one service line to more than one user, the City may decline to furnish water until separate customer service lines are provided. The charge for water consumed shall be based on the access/demand charge and the amount of water used (see Fee Schedule, Section 5.01, for amount). Meter size will be determined by the number of Equivalent Dwelling Units as established by the City Engineer.

Section 2.08. Shut Off Due to Waste.

Water shall not be knowingly furnished to premises where there is a defective or leaking faucet, closet, or other fixture, or where there is a water closet or urinal without self-closing valves, or a tank without a self-acting flap valve. When there is a defective or leaking fixture or when there is no shut off device, and the customer fails to take prompt corrective action, the City may at its option, secure the water service.

Section 2.09. Interruption of Service.

- (1) While the City will endeavor to provide advance notice of scheduled service interruptions, water may be turned off at the mains without notice for emergency repair or other necessary purposes. The City will not assume responsibility for any damages as a consequence of interruption in service.
- (2) Water for steam boilers shall not be furnished by direct pressure from the City mains.
- (3) Any damage to the City water system or service line as a result of faulty customer equipment or backflow shall be the responsibility of the customer or user.

Section 2.10. Access to Premises for Inspection.

Persons designated by the City may inspect, at reasonable hours of the day, all parts of any building or premises to which water is delivered from the City mains to determine the condition of the pipes and fixtures and the manner in which the water is being used.

Section 2.11. Service Outside the City.

The City may furnish water to a user or water district outside of the City limits, if such service does not adversely affect the City supply, and shall charge the water rates as specified below in Section 5.01 (4). Such water shall be furnished based upon the conditions set forth in a contract to be made in each case of water being supplied outside the City. As a practice, the City will not accept new applications for users outside the city limits.

Section 2.12. Fire Hydrants - Fire Service Lines.

- (1) No person may cut, change, remove, disconnect, repair, interfere or tamper in any manner with a fire hydrant owned by the City. Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Contact Public Works Operations at (503) 325-3524 for more information.
- (2) Any person obtaining a permit for use of a fire hydrant shall pay a fee for such permit in addition to metered usage as listed in the Fee Schedule, Section 5.01.
- (3) "Fire service lines" may be installed at the expense of user-owner. No use or connection other than fire protection is permitted on "fire service lines". If any connection or use other than fire protection is discovered, the entire service will be disconnected and the appropriate insurance company notified. No further service shall be permitted until necessary correction measures are performed and approved by the City.

Section 2.13. Cross-Connections Prohibited.

Cross-connections shall be prohibited, and protection must be provided against such cross-connection, as specified in Oregon Administrative Rules (OAR), Chapter 333.

Approved backflow prevention devices for protecting community water systems shall be installed on the service connection to premises where there is an auxiliary water supply, or premises listed in Appendix B, which is or can be connected to the water piping.

No person shall connect, unless an approved backflow prevention device is used, any pump or other apparatus to any water main or service connection connected to the City of Astoria water system which is capable of introducing any foreign liquid or material into said system.

The City, must comply with cross-connection control requirements set forth in the Oregon Administrative Rules, Chapter 333, "Public Water Systems". All approved backflow prevention devices installed must be tested annually, in an approved manner by an Oregon Certified Tester to assure proper operation.

The City requires that all backflow assemblies installed on fire protection services be tested annually as provided for in OAR, Chapter 333.

In the event of the following conditions, the City's Public Works Director or his agent has the authority to discontinue water service to said premises until condition(s) is remedied:

- (a) Failure to remove or eliminate an existing unprotected or potential cross connection;

- (b) Failure to install a required approved backflow prevention assembly;
- (c) Failure to maintain an approved backflow prevention assembly; or
- (d) Failure to conduct the required testing of an approved backflow prevention assembly.

If water service is discontinued due to one or more of the above conditions, a turn-on fee as outlined in Section 4.02 will be required to resume service.

Water Meters

Section 3.01. Requirements.

No person may use City water, except through an approved water meter. If a water meter fails to register accurately, as determined by city staff, charges for water shall be based upon the average quantity of water used daily as shown by the water meter when in order.

Section 3.02. Changes.

Unless authorized by the City, no person may cut, change, remove, disconnect, connect, repair, interfere, meddle or tamper in any manner with any installed water meter.

Section 3.03. Accessibility.

The occupant of a building or premises where a water meter is located shall keep the water meter free from obstructions and accessible at all reasonable times for reading, inspecting, or repairing.

Section 3.04. Water Meter Checks.

Water meter checks requested by the user shall be provided as work schedules permit.

Section 3.05. Dormant Accounts

For closed accounts with no water usage for a period greater than 12 months, the water meter will be removed at no charge to the customer. Reactivation of the account will be subject to a charge as specified in Section 5.01(6).

Enforcement Provisions

Section 4.01. Water Turn Off.

If a customer fails to comply with rules, regulations, or conditions described herein or otherwise established for the use of water, or fails to pay charges for water service in the time and manner provided, the water supply may be turned off and administrative charges applied to cover the City's costs.

Section 4.02. Turn On Fee.

When activation of a new or existing service is requested, during and after normal working hours a fee must be paid, as indicated in the Fee Schedule, Section 5.01.

Section 4.03. Penalty for Delinquent Payment.

All water bills are due and payable upon receipt of the bill. If a water bill is not paid by the fifteenth (15th) day of the month following the month of billing, the account shall be considered delinquent

- (1) When deemed delinquent, the account holder will be notified by mail (Gold Card) of this delinquency. A fee of \$9.11 and one (1) % of the current bill, will be applied to cover the administrative costs of processing the notice and administering the delinquency
- (2) If an account remains delinquent more than 7 days past the due date and after being notified by mail (Gold Card), a hand-delivered final notice of delinquency (Green Card) will be issued and hung at the premises of the meter location. A fee of \$17.25 will be applied to cover the costs of delivery and processing of the Green Card.
- (3) If an account remains delinquent more than 5 days after delivery of a final notice (Green Card) the service will be turned off. Fees and charges as specified in Section 5.01 will be applied for turning off, turning on and processing the termination of service. All charges, fees and past due amounts must be paid in full before service is resumed.

Section 4.04. City May Restrict Use of Water.

If a shortage of water exists, the City may elect to impose restrictions on the use of water as determined by the City Council or City Manager.

Section 4.05. Irrigation Adjustment.

- (1) All properties in the City of Astoria that have at least 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this irrigation adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (2) The charge for irrigation water used shall be the same as other water; however, there will be no sewer fee charged for the water used for irrigation.
- (3) Such water to be used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used by the premises during the three bi-monthly billing periods proceeding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.

Section 4.06 Commercial Adjustment

Per Resolution 95-10 Application may be made to the City of Astoria for a Commercial or industrial Business rate adjustment based on the following criteria:

- (1) The bi-monthly water consumption must be greater than 150,000 gallons each period, and
- (2) The account operators must make application to the City on forms supplied by the City, for relief, and
- (3) The account operators or businesses must have a current City business license stating the number of employees, and
- (4) The water must be consumed for or used in an industrial process (other than for personnel or personal use) for the business or industry, and
- (5) Consideration will be given only to the consumption in excess of 150,000 gallons for each bi-month period.

Relief will be allowed on the following basis:

- (6) Water charges will be reduced by 10,000 gallons per billing period, per employee, on the amount in excess of 150,000 gallons.
- (7) The amount of relief will be credited to the business.

Section 5.01. Fees and Rates for Water Service.

- (1) City Council, by this resolution, sets the fees and rates for water service and related activities as described in this resolution in accordance with the following requirements:
 - A. Water service rates shall be based on the combination of a demand charge on open customer accounts plus a consumption charge for the volume of water consumed.
 - B. Water service revenues may also be used for payment or repayment of indebtedness incurred for capital improvements to the water system. Rates may be adjusted for this purpose system-wide or with reference to specifically benefited properties. Rates shall be reviewed by the Finance Director during each fiscal year.
 - C. Account fees, administrative fees, and charges for other water service activities, including service connection charges, shall be based on direct and indirect costs to the utility providing the service
- (2) The access/demand charge is based on meter size as determined by the number of Equivalent Dwelling Units (EDU) assigned to each service. This charge represents the proportionate share of cost each service requires to build and maintain the water system. The meter size shall be used to determine EDU and access/demand charges.

The City supports and encourages the installation of residential fire sprinkler systems that provide significant protection and greatly reduces the potential for major property damage from residential fires. Therefore, a special access/demand charge category has been created for residential fire sprinkler installations.

- (3) All water customers connected to the City water system shall pay an access/demand charge for each two-month billing period as follows effective November 1, 2014:

			<u>Base Charge / Bill Period</u>
5/8" X 3/4"	=	1 EDU	\$ 33.41
1" Res. Sprinkler	=	1 EDU	36.17
1"	=	3 EDU	100.56
1-1/2"	=	7 EDU	232.11
2"	=	12 EDU	379.56
3"	=	27 EDU	840.51
4"	=	48 EDU	1521.18
6"	=	109 EDU	3376.03
8"	=	194 EDU	5783.27
10"	=	303 EDU	8912.20

In addition to the above base charge, each customer shall pay the following additional consumption charge based upon the amount of water consumed by each customer per each billing period:
\$3.59 per 1,000 gallons - effective November 1, 2014.

- (4) Charges - Outside City. All users and Water Districts outside Astoria City Limits shall be charged as listed in Section 5.01 (1) and (2), and an additional 10% for providing out-of-city service.
- (5) Service Installation (City service line and meter) Charges are as follows:

5/8" X 3/4" City Service Line and Water Meter	\$1,580.75
1" City Service Line and Water Meter	\$1,863.30
1" Residential Sprinkler Service and Meter	\$1,863.30

An advance deposit of the estimated cost for labor, materials and administration will be required prior to installation of meters greater than 1" in size, or meters that are more than 50 feet from the water main.

Meter Reduction Fee: When a customer requests a reduction in meter size from 1" to a 5/8" - 3/4", a \$100 service fee will be charged. Reduction fees for any other size meter will be determined by an estimate prepared by Public Works Operations staff.

New Developments: When a developer's contractor installs water mains, services lines and vaults or meter boxes, a meter installation fee will be assessed rather than the service installation charge. This fee pays for meter installation and administrative expenses associated with new meters, including plan review, inspection, mapping and account setup. Meter Installation Fees are as follows:

3/4"	\$338.55
1"	\$428.39
1 1/2" & Larger	Installation Cost + \$690.11

The Public Works Department will provide a cost estimate for supply and installation of meters larger than 1". All meters 3" or larger require the installation of a bypass line in accordance with City standards. If meter box and service line is not constructed in accordance with City standards, the City will not install the meter until corrections are made –or- will assess additional charges for work necessary to bring the installation to City standards.

If, in the event, the Public Works Operations Division work schedule conflicts with a customer's water service installation schedule, the customer, at their cost, may hire a prequalified (as determined by the City Engineer) contractor to perform the installation. Work to install said improvements shall be allowed upon issuance of a permit by the City, which obligates permittee to construct improvements which meet all City requirements and specifications. Improvements shall be inspected by the City Engineer or his designated representative before backfilled and accepted. A cost estimate will be prepared by the Public Works Department that will include anticipated costs for inspection or assistance by Public Works personnel. The estimated cost for the City's participation will be paid prior to a permit being issued. An adjustment will be made for actual costs incurred after the work is accepted by the City.

(6) Other Fees.

Fire hydrant permit	\$22.13 for first day
	\$9.77 for each additional day for the first five days, plus metered water.
	For longer-term projects, the hydrant meter permit fee is \$1.30 per day after the first five days, plus metered water.
Activation of new service or account (normal working hours)	\$ 30.60
Turn on/off (because of delinquent bill).....	\$ 46.22 (normal working hours)
Turn on/off (because of delinquent bill).....	\$ 92.45 (after hours)
Reactivation of a dormant account	\$115.89
(including reinstallation of a removed meter)	
Hand delivery of delinquency notice (Green Card).....	\$ 17.25
Mail delivery of delinquency notice (Gold Card).....	\$ 9.11
Reinstatement of suspended service	\$ 30.60

(7) Bills and Payment.

A. Rendering of Bills.

1. Meter Readings. Meters will be read at regular intervals for the preparation of bimonthly bills and as required for the preparation of opening, closing and special bills.
2. Bills for water service shall be rendered bimonthly or upon closing, unless otherwise provided in the rate schedule.

B. Payment of Bills.

1. All bills are due and payable upon receipt. Payment may be made at the City's Finance Department office or at an authorized deposit location.
2. Closing bills will be forwarded to customer after service is discontinued.
3. Delinquent bills will be processed according to procedures outlined in Section 4.03 of this resolution.

C. Billings of Separate Meters Not Combined.

Each meter on a customer's premises will be considered separately, and the readings of two or more meters will not be combined.

(8) Leak Adjustment.

When a leak occurs on a metered account, it is the responsibility of the owner to see that repairs are made as quickly as possible. If the leak has caused the monthly charge to be excessive, the responsible person may request an adjustment in writing with said request attesting that the leak has been repaired. The formula for the adjustment is 1/12 the yearly average plus 20% of the excessive charge, using the nearest rounded figure. Only two separate adjustments may be made per account per calendar year. The sewer billing adjustment (for usage over 4,000 gallons) will be based on the adjusted average water billing.

Section 6.01. Penalties.

Any violation of these regulations may subject violator to water turn off, \$130.21 fine, or both, in addition to any other legal remedies available to the City.

Section 6.02. Repeal.

Resolution No. 13-2, adopted by the City Council on June 17, 2013, is hereby repealed and superseded by this resolution.

Section 6.03. Effective Date.

The provisions of this resolution shall be effective November 1, 2014.

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

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

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor LaMear
Herzig
Mellin
Warr
Mayor Van Dusen



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX A

Access charge is based on meter size (Equivalent Dwelling Unit - EDU).

All services to be converted to EDUs.

EDU is established as relative consumption compared to a single family detached dwelling, assuming each EDU consumption is 320 gallons per day: 9,600 gallons per month.

All units and consumption figures are based on national average uses.

UNIT DESCRIPTION	CONSUMPTION GAL//UNIT/DAY	EDU/UNIT
1 family, detached	320	= 1.00 ea
3 bedroom duplex	300	= 0.94 ea
2 bedroom duplex	280	= 0.88 ea
1 bedroom duplex	260	= 0.81 ea
3 bedroom apartment (bldg 3 or more units)	260	= 0.81 ea
2 bedroom apartment	220	= 0.69
1 bedroom apartment	180	= 0.56
Studio apartment	160	= 0.50
Trailer space (park)	260	= 0.81
Hotel/Motel	160/room	= 0.50/room
Rest Home	160/bedroom	= 0.50/bed
Hospital	320/bed	= 1.00/bed
High School	16/student	= 1.00/20 student
Elementary School	10/student	= 1.00/32 student
Church	320/150 seats	= 1.00/150 seats
Restaurant	40/seat	= 1.00/8 seats
Service Station	640/station	= 2.00/station
Commercial/Industrial/General	320/1,500 square foot or 9 employees	= 1.00, 1500 sq/ or 9 employees

1 - 2	EDU	=	¾" meter
3 - 5	EDU	=	1" meter
6 - 9	EDU	=	1 ½" meter
10 -15	EDU	=	2" meter
16 - 34	EDU	=	3" meter
35 - 60	EDU	=	4" meter
61- 120	EDU	=	6" meter
121 - 220	EDU	=	8" meter
225 - 350	EDU	=	10" meter

Any application for water/sewer service will be classified relative to EDU and the indicated meter size will be required as a minimum.



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX B

PREMISES REQUIRING ISOLATION BY AN APPROVED AIR GAP OR REDUCED PRESSURE PRINCIPLE TYPE OF ASSEMBLY HEALTH HAZARD
1. Agricultural (e.g. farms, dairies)
2. Beverage bottling plants*
3. Car Washes
4. Chemical plants
5. Commercial laundries and dry cleaners
6. Premises where both reclaimed and potable water are used
7. Film processing plants
8. Food processing plants
9. Medical centers (e.g. hospitals, medical clinics, nursing homes, veterinary clinics, dental clinics, blood plasma centers)
10. Premises with irrigation systems that use the water supplier's water with chemical additions (e.g., parks, playgrounds, golf courses, cemeteries, housing estates)
11. Laboratories
12. Metal plating industries
13. Mortuaries
14. Petroleum processing or storage plants
15. Piers and docks
16. Radioactive material processing plants and nuclear reactors
17. Wastewater lift stations and pumping stations
18. Wastewater treatment plants
19. Premises with piping under pressure for conveying liquids other than potable water and the piping is installed in proximity to potable water piping
20. Premises with an auxiliary water supply that is connected to a potable water supply
21. Premises where water supplier is denied access or restricted access for survey
22. Premises where water is being treated by the addition of chemical or other additives

* A Double Check Valve Backflow Prevention Assembly could be used if the water supplier determines there is only a non-health hazard at a beverage bottling plant.



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



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