
AGENDA

ASTORIA CITY COUNCIL MEETING

October 7, 2013

7:00p.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

- (a) Medical Assistants Week

6. PRESENTATIONS

- (a) Swearing in of New Police Officers
- (b) Police Department Awards
- (c) Senior Center Renovation Plans

7. 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 9/24/13
- (b) Boards and Commission Minutes
 - (1) Library Board Meeting of 8/27/13
- (c) Parks and Recreation Department Project Status Report
- (d) Community Development Department Project Status Report
- (e) Public Works Department Project Status Report

8. REGULAR AGENDA ITEMS

- (a) Resolution regarding Wastewater Treatment Plant IFA Funding Agreement Amendment No. 2 (Public Works)
- (b) Wastewater Treatment Plant Effluent Treatment Upgrades – Gibbs & Olson Contract Amendment (Public Works)
- (c) Liquor License Application from Eric Bechard, dba Albatross, Located at 225 14th Street, for a New Outlet – Full On-Premises Sales Commercial Establishment License (Finance)
- (d) Liquor License Application from Jason Manotham & Bungorn Manotham, dba Blue Ocean Thai Cuisine, Located at 1040 Commercial Street, for a Change of Ownership with a Limited On-Premises Sales License (Finance)
- (e) Liquor License Application from Brandon J. Maes, dba Casa de Tamales, LLC, Located at 1426 Commercial Street for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

8. REGULAR AGENDA ITEMS (continued)

- (f) Proposal to Improve 9th & Astor Park (Parks)
- (g) Arts and Cultural Fund to Promote Tourism (Finance)
- (h) Bear Creek Watershed Forest Inventory – Contract Award (Public Works)
- (i) Northwest Oregon Regional Housing Rehabilitation Program (City Manager)

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 LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.



CITY OF ASTORIA

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October 2, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF OCTOBER 7, 2013

PROCLAMATIONS

Item 5(a): Medical Assistants Week

The Mayor will declare the week of October 21-25, 2013 as Medical Assistants Week.

PRESENTATIONS

Item 6(a): Swearing In of New Police Officers

The Mayor will swear in new Astoria Police Department Officers Cory Gerig and Daniel Koehnke.

Item 6(b): Police Department Awards

Police Chief Peter Curzon will present awards to staff members of the Astoria Police Department.

Item 6(c): Senior Center Renovation Plans

Sid Scott from SEA Architects and Larry Miller from the Astoria Senior Center will be presenting floor plans for the Senior Center remodel project. The floor plans incorporate comments received from a public meeting held in July 2013 and from feedback provided by the Senior Center Board. A second public meeting on the Senior Center remodel will held on October 24, 2013 and the project team wishes to review the plans with City Council beforehand.

CONSENT CALENDAR

Item 7(a): City Council Minutes

At the time of the preparation of this agenda packet, the minutes of the City Council meeting of September 24, 2013 had not been completed. These minutes will be provided at a later date for Council review.

Item 7(b): Boards and Commissions Minutes

The minutes of the (1) Library Board meeting of 8/27/13 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 7(c): Parks and Recreation Department Project Status Report

Enclosed is a status report regarding major Parks and Recreation Department projects. This report is provided for information only.

Item 7(d): Community Development Department Project Status Report

Enclosed is a status report regarding Community Development Department projects. This report is provided for information only.

Item 7(e): Public Works Department Project Status Report

Enclosed is a status report regarding major Public Works projects. This report is provided for information only.

REGULAR AGENDA ITEMS

Item 8(a): Resolution regarding Wastewater Treatment Plant Effluent Treatment Upgrades – IFA Funding Contract Amendment No. 2 (Public Works)

In November 2012, the City Council authorized award of the construction contract to R&G Excavating for \$1,049,000. Due to the nature of the improvements, the construction needed to occur during the drier summer months when flows to the treatment plant are at their lowest point; therefore, the contractor began construction in June 2013, and the project is estimated to be 70% complete. Current total funding available for this project is \$1,245,000. Of this amount, \$500,000 was awarded as a grant with the balance comprised of a loan with a 1.94% interest rate. A condition of IFA funding stipulates that the grant funds cannot be used until the loan is expended. Therefore, the City strategically requested funding with minimal contingency to ensure that we would benefit from the full grant amount. We anticipated that there would likely be multiple funding contract amendments necessary to avoid overestimating

project costs and potentially losing a portion of the grant funds. The project budget is outlined in the agenda memo regarding this item.

To ensure that financial resources are available through project completion, it is necessary to increase the City's loan authority by \$155,000. IFA has approved a Financing Contract Amendment, which will bring the total loan amount to \$810,000. This is anticipated to be the final Financing Contract Amendment. It is recommended that the City Council adopt the resolution that authorizes IFA Financing Contract Amendment No. 2 in the amount of \$155,000 for the construction of the WWTP Effluent Treatment Upgrades project.

Item 8(b): Wastewater Treatment Plant Effluent Treatment Upgrades – Gibbs & Olson Contract Amendment (Public Works)

In February 2012, the City Council awarded a design contract for the Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades project to Gibbs & Olson. The original scope of work included an estimated fee for construction support services in the amount of \$18,000 but with only a preliminary scope for the project. The fee was kept low during initial project development to avoid overestimating and jeopardizing the utilization of grant funding. The construction support services are now fully defined and require an additional \$47,000 in funds to complete submittal reviews, perform necessary design inspections, perform specialty inspections, and additional survey work. With this proposed amendment, the total cost for construction support services will total approximately 10% of construction costs. Funding is available through the Business Oregon Infrastructure Finance Authority. It is recommended that Council authorize a Contract Amendment to perform the additional construction support services in the amount of \$47,000 with Gibbs & Olson for the WWTP Effluent Treatment Upgrades project.

Item 8(c): Liquor License Application from Eric Bechard, dba Albatross, Located at 225 14th Street, for a New Outlet – Full On-Premises Sales Commercial Establishment License (Finance)

A Liquor License Application has been filed by Eric Bechard, doing business as Albatross, located at 225 14th Street, for a New Outlet – Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council approve the application.

Item 8(d): Liquor License Application from Jason Manotham & Bungorn Manotham, dba Blue Ocean Thai Cuisine, Located at 1040 Commercial Street, for a Change of Ownership with a Limited On-Premises Sales License (Finance)

A Liquor License Application has been filed by Jason Manotham & Bungorn Manotham, doing business as Blue Ocean Thai Cuisine, located at 1040

Commercial Street, for a Change of Ownership with a Limited On-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council approve the application.

Item 8(e): Liquor License Application from Brandon J. Maes, dba Casa de Tamales, LLC, Located at 1426 Commercial Street for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A Liquor License Application has been filed by Brandon J. Maes, doing business as Casa de Tamales, LLC, located at 1426 Commercial Street for a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council approve the application.

Item 8(f): Proposal to Improve 9th and Astor Park (Parks)

The Parks Department held a meeting with 23 stakeholders regarding a proposal to improve the 9th and Astor Park. The meeting resulted in the development of an achievable work scope for improvement and also a proposal for citizen adoption of the Park. As a result of the meeting, four area businesses have expressed interest in adopting the Park after it is re-landscaped with irrigated turf. With this adoption, the businesses would be assuming the care and maintenance of the park, much like the current agreement with the Holiday Inn Express for the care and maintenance of the Maritime Memorial Park. The stakeholder meeting results were presented to the Parks Advisory Board who strongly supported the park adoption concept and encouraged staff to move forward. The cost estimate for this project is \$8,500 and funds are available in the Parks Department budget. The work will be completed by in-house staff as well as volunteers from the Tongue Point Job Corps Center. Based on the data collected from the stakeholder meeting and direction received from the Parks Advisory Board, it is recommended that improvements be made to the 9th and Astor Park.

Item 8(g): Arts and Cultural Fund to Promote Tourism (Finance)

During the 2013-2014 Fiscal Year budget process, the Budget Committee put forth and the Council later adopted a proposal to allocate \$30,000 out of the Promote Astoria Fund for tourism promotion. The Budget Committee convened on July 1, 2013 to discuss guidelines for the program. Out of that meeting a sub-committee, appointed by Mayor Willis L. Van Dusen, worked to refine the program details and to bring back a proposal to Council. The sub-committee completed that task and developed draft program guidelines along with an application packet. It is recommended by the sub-committee that Council consider adopting the attached program guidelines.

Item 8(h): Bear Creek Watershed Forest Inventory – Contract Award (Public Works)

A current inventory of the forest resources is essential for the planning and implementation of harvest activities in the watershed. The previous inventory was conducted over 20 years ago. During the 2013 Forest Stewardship Council audit, it was noted that an updated inventory would be required prior to the 2014 audit. A Request for Qualifications was sent to 11 forest consulting firms. The request required respondents to address their ability to complete a timber and carbon inventory by the end of 2013. The firm of Mason, Bruce and Girard was the only respondent with a qualified proposal of \$30,000. Funds for this project are available in the Capital Improvement Fund. To meet the time requirement for completion by years end, the contractor would need to begin the project in the month of October, 2013. It is recommended that Council award the contract for the Bear Creek Watershed Inventory to Mason, Bruce & Girard in the amount of \$30,000.

Item 8(i): Northwest Oregon Regional Housing Rehabilitation Program (City Manager)

The Northwest Oregon Regional Housing Revolving Loan Fund was established by the Community Action Team (CAT) through partnerships with Tillamook, Clatsop and Columbia Counties, along with the cities of Astoria, St. Helens and Vernonia. These partners have supported the bi-annual funding applications for the region. CAT is expecting to be completed with obligating the 2011 Housing Rehab Program funds in December of this year, and will be applying for new funding in the second quarter of 2014. The rehabilitation program as a whole has made nearly \$9.25 million in loans for housing rehabilitation since 1979. A goal of the program is to set aside approximately 50% of the funds to serve low-income homeowners residing in the sponsoring jurisdictions, and the remaining 50% to serve homeowners in the region. In addition, all homeowner loan recipients that qualify will have their homes brought up to current thermal standards with grants through Community Action Team's weatherization program.

In continuing the Program, the State is requesting that all of the historical partners of the Northwest Oregon Regional Housing Rehabilitation Program area sign the "Agreement in Support of the Northwest Oregon Regional Housing Rehabilitation Program". Under State rules, communities not signing the Agreement cannot be served by the Program. Signing the Agreement will not obligate the City to any financial or physical participation. The Agreement exclusively indicates support for the program and allows the residents of their respective communities to participate in receiving this service. It is recommended that the City Council authorize the Mayor to sign the Agreement supporting ongoing participation of the Northwest Oregon Regional Housing Rehabilitation Program.



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, the health of all Americans depends upon educated minds and trained hands; and

WHEREAS, the practice of modern medicine at the exacting standards we now enjoy would be impossible without the clinical and administrative duties performed daily in the physician's office, clinic, laboratory, or hospital; and

WHEREAS, these multi-skilled professionals help create a professional and comforting atmosphere for patients offering them guidance and support; and

WHEREAS, through this dedication, the medical assistants of the United States have made a vital contribution to the quality of health care.

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim the week of October 21-25, 2013 as:

MEDICAL ASSISTANTS WEEK

and urge all citizens to recognize and support the vital service provided by medical assistants for the benefit of all citizens.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 7th day of October, 2013.



Mayor



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



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Astoria Public Library
Astoria Library Board Meeting
August 27, 2013
3:30 p.m.

Present: Library Board members David Oser, Gregory Lumbra, Arlene LaMear, Susan Brooks, and Iliana Arroyo. ALFA representative Pat Thomas; and Staff: Patty Skinner, Ami Kreider, and Library Director Jane Tucker. Community Development Director Brett Estes arrived later in the meeting.

Call to Order: Chairman David Oser called the meeting to order at 3:30 p.m.

Approval of Minutes: Chairman Oser noted the last bullet on Page 2 was repeated. Susan Brooks corrected the seventh bullet on Page 3 to read, "...and fine tuning *tune* next steps." The minutes of the July 23, 2013 meeting were approved as corrected.

Approval of Agenda: The agenda was approved as submitted.

Library Director's Report: Director Tucker noted that the Summer Reading Program had been expanded to offer five programs weekly. This year was the first countywide Summer Reading Program, which also attracted 12 new sponsors.

Summer Reading Report – Patty Skinner

Ms. Skinner presented the Summer Reading Report, which was distributed to the Board. Key comments included:

- The Summer Reading Program began because research shows children who do not read during the summer can struggle to catch up on reading skills in the fall. The library encourages children to read through a number of interactive programs and incentives.
- This summer, the first countywide Summer Reading Program was held which involved collaboration between all libraries in Clatsop County.
 - Consultant Andrea Milano worked with the Astoria and Seaside libraries to coordinate advertising, resources, and to reach out to the Hilda Lahti School and Jewell School, whose libraries are open during the summer. Hilda Lahti averaged 10 to 20 children per week and Jewell averaged 20 to 50 children per week. Each location also held a special performance.
- She described the programs for the various age groups, noting the teen program was new this year, and provided statistics about the average weekly attendance. She also noted the special events, which included an interactive program called Earth in Motion conducted by Oregon Museum of Science and Industry (OMSI); a free musical performance by Richard Glauber, courtesy of the Oregon College Savings Plan; and Comedian Alex Zerbe.
- Several sponsors donated a wide variety of items that were given away in the weekly drawings and awarded as prizes to those completing their reading logs. Lum's Auto Center and Fred Meyer donated Kindle Fires to be given away as grand prizes for the countywide program.

Director Tucker noted that Richard Glauber's event was the first special program the library had for toddlers. The performers were shared by both the Seaside and Astoria libraries. Seaside also offered some different programs such as collie training which was done in Seaside Library's new outdoor space and was very well attended.

Representatives from IMLS (Institute of Museum and Libraries Services) visited the Astoria Library on August 8th while touring Oregon libraries that had received LSTA (Library Services and Technology Act) funds. The Libraries ROCC Program was chosen as a model grant program and the Summer Reading Program, its development, cooperative element and offering it countywide for the first time was a big discussion topic. The fourth year of grant funding would allow for the second countywide Summer Reading Program in 2014.

Ms. Skinner noted Lum's Auto Center would host a grand finale to the Summer Reading Program on September 7, 2013 from 12:00 p.m. to 2:00 p.m. There will be a barbeque and a Kindle Fire will be given away as a drawing prize. Brownsmead Flats will perform and children's activities will be available.

Lum's Auto Center is good location due to its neutrality and Pam Lum was spearheading Lum's involvement. Lum's is providing the food and purchased a second Kindle Fire.

Ms. Skinner said she was impressed with the attendance numbers in spite of the road construction, which fit perfectly with the Summer Reading Program's national theme. Each year, the theme for the program is decided by a coalition of libraries that creates a manual for each participating library to use.

Director Tucker encouraged Board members to thank the program's sponsors when possible. The Summer Reading Program celebration was being advertised according to the rules of the program, which controls the use of logos, sponsors, etc.

Chairman Oser asked about the program for very small children. Ms. Skinner replied that for Birth to 5-year olds, parents are taught to interact with children in ways that help the children learn language. Activities include listening to stories and rhymes, singing, moving, and holding books.

Demonstration on Library's Facebook page – Ami Kreider

Ami Kreider demonstrated how the Astoria Library Facebook page is used, both how it is viewed by the public and from Staff's perspective when logging in as the admin to edit the library's Facebook page.

- She explained that Facebook users do not typically go directly to an organization's page; instead, information about the library appears in a user's News Feed. She displayed her personal Facebook News Feed to show how library updates appear to the public. The most recent posts appear at the top of the News Feed. The library tries to post several times a day to reach the most people. Studies show that the best times to post are just before people leave for work in the morning and as people are getting off of work in the afternoon.
 - Library posts only appear in the News Feeds of those who have liked the library's Facebook page. The library currently has 296 people who have liked the page and are receiving updates. The friends of those 296 people do not see the library's posts unless they also like the library's page.
- She logged in as the admin to show the Library's Facebook page as it appears to Library Staff when making posts and updates.
 - Facebook is one of many ways to share information about the Library's activities. People actually visit the Library's website directly, which also shows the list of posts made on Facebook. Statistics at the top of the Facebook page show how many people view each post each day. The Library does not use any options available to promote its Facebook page, only the free option is used.
 - Photos receive the most engagement from Facebook fans. She explained how the library used Facebook and the Like button to get fans to vote on the Lego Challenge.
 - The link to the renovation survey has been posted a couple times and will continue to be posted to prevent it from getting lost in News Feed. The current post is about the upcoming Farmer's Market.
- Staff's goal is to get more people to Like the Library's Facebook page.

Director Tucker noted the Library would like to receive 300 to 400 surveys. She encouraged Board members to talk to people about taking the survey. All ages are encouraged to participate. The surveys should be completed by September 17, 2013. Getting people's Facebook friends to complete the survey would help tremendously.

Ms. Brooks said she would check with the school office about including information in the paperwork sent home to parents; she would also ask the Kiwanis and Key Club to participate.

Ms. Kreider said she took a two-hour online course on Facebook during the summer of 2012. She learned about the algorithm used to determine which friends see what posts. Paying Facebook

will increase chances that a post will be seen. Posting photos, commenting on photos and posting at certain times of day can also increase the chance that a post will be seen.

Director Estes arrived at approximately 4:05 p.m.

Board Reports: None

Update on ALFA Activities:

Director Tucker introduced Pat Thomas, noting that Ms. Thomas and Nick Benas are the newest ALFA Board members. She reported from Charlotte Langsev that ALFA's account balance as of August 27, 2013 is \$4,374.70. ALFA purchased cookies for the August 6th public meeting and will do so again for the meeting on September 10, 2013.

New Business:

Gregory Lumbra asked for an update on the doors. Director Tucker stated that new doors were ordered the day after the mishap, but will take about eight weeks to be delivered. The library is working with the contractor. Director Estes added the doors would be made of anodized aluminum with glass. The contractor did his best to match the new custom-made doors to the old doors.

Old Business:

Item 8(a): Consideration to Expand Library Board

Chairman Oser reminded this agenda item is a placeholder for discussion as renovation efforts move forward.

Item 8(b): Renovation Update – Review of August 6, 2013 public meeting

Director Tucker stated the first public meeting on August 6, 2013 at the Liberty Theater had approximately 50 attendees. After the presentation, attendees were given ten dots to place on the display boards to show what they wanted in a new library. Since then, people have also submitted written comments listing items they believe to be important. The display boards created for that meeting were made available to Library Board members.

Added Agenda Item: Review of August 18, 2013 Sunday Market

Director Estes reported that Ruth Metz spoke to about 75 people throughout the day at the Sunday Market on August 18, 2013.

- The online survey has received 30 responses; paper copies are available at the library. Director Tucker noted the renovation survey asks for the age of the participant because the library wants to ensure that a broad range of ages is represented. Ms. Metz would like 300 to 400 surveys completed. She asked that Board members encourage people to take the survey. The renovation survey has been advertised via press releases, on the library website, Facebook, and email blasts. The Parks and Recreation Department and Astoria Downtown Historic District Association (ADHDA) are also advertising the survey.
- Another press release is about to be issued regarding the next public meeting and it also mentions the survey. He hoped to get coverage on KAST on Friday, August 30th. Tom Freel discussed making a weekly update about the library renovations and his show airs each Friday.
- He noted Director Tucker will attend the River People Farmers Market on Thursday, August 29th from 3:00 p.m. to 6:00 p.m. The booth will be shared by the library and Community Development Department. Ms. LaMear offered to attend if additional help is needed. Director Tucker noted the display boards may not be set up due to little space and the rainy weather expected, but the renovation survey will be available.
- Some interesting dialogue took place at the Sunday Market and he was glad to get feedback from people with different perspectives.

Ms. Arroyo suggested handing out flyers about the survey at the Summer Reading Program celebration event at Lum's Auto on September 7th.

Ms. Brooks said the boards were a hindrance at the Sunday Market. It was easier to talk and connect with people before the boards were set up. She felt she was in the way after the boards were displayed as they took up all the space and infringed on neighboring booths. Ms. Kreider made small copies of the

boards to show people, which worked great. She noted that many of the people she spoke with were from out of town.

Chairman Oser noted that an "Astoria Public Library" banner was needed. Director Estes said the banner had been ordered and should arrive in time for the Thursday Market event.

Director Tucker stated the library would have a booth at the Sunday Market on September 15th, so three volunteers are needed to fill each of the two shifts, from 9:30 am to 12:30 pm and 12:30 pm to 3:30 pm.

- The next public meeting is scheduled for September 10th. She suggested that people be directed to the McTavish Room after the presentation. She also suggested assigning someone to be in charge of the guest book. While it may be cumbersome to sign the guest book, the book may be appreciated in the future. Director Estes recommended placing the guest book table in a different location at the next meeting.

Director Estes, Director Tucker, Ms. Metz, Kathy Page and City Manager Paul Benoit met yesterday to discuss some of the preliminary findings. The group will present the draft building program in a couple weeks. Recommendations on how to structure the various needs of the building will be included in the program. Feedback from the public has been pretty consistent with the national trends Ms. Metz has seen.

Director Tucker distributed copies of the press release advertising the renovation survey.

- While on vacation in New Hampshire, she visited four libraries that had renovated or built new buildings and participated in a focus group for one of the renovations. That library had 14 teenagers and tweens involved in its focus group. The library had a unique way of obtaining feedback from teens using Post It notes.
- She described what she learned about the renovation efforts of the libraries she visited, noting the financial avenues taken to fund the projects, the persistence needed and inspiration received by library staff during the processes, and key features of the renovation or building projects. One library qualified for Federal funding due to the lack of ADA access.

Chairman Oser asked if the Library Board would be able to view the building program prior to the September 10th meeting. Director Estes agreed to speak to Ms. Metz, who will be presenting a draft, but not the final document. The consultant team wants feedback from the public on the draft before finalizing the document. Staff will try to get some information for the Library Board to review prior to the meeting. The Library Board will be consulted on the draft, separately, as it is the Board's responsibility to make a recommendation to City Council. Chairman Oser said he trusted Ms. Metz experience as far as how to proceed with the process.

Director Estes noted the slides at the first meeting contained three images per slide, resulting in a loss of detail. Only one image per slide will be used at the next meeting. Results of the survey, and possibly, the draft building program, will be discussed at the September 24th Library Board meeting. Staff's goal is to present the findings to City Council in October 2013.

The Library Board and Staff discussed the closing date for the survey. Director Estes understood the survey would close after the community meeting on September 10th to allow those who attended the meeting to complete the survey. Ms. Metz would like to use the responses to finalize her presentation. Given his experience with surveys for the Riverfront Vision Plan and Trails Master Plan, he expects to receive between 100 and 200 survey responses. The survey just launched last week.

Director Tucker noted that 155 people have provided feedback, including the 30 surveys received. Director Estes added the public involvement plan was structured to include multiple ways for the public to give feedback. Ms. Brooks believed some of the 155 people may have given feedback multiple times. Director Tucker reiterated that Staff wants feedback from a broad range of demographics.

The Library Board and Staff discussed various organizations in the community to contact about the survey. Ms. Metz would attend an event Friday with the Moms' Club and the PTO president, who has offered to reach out to the PTOs. Ms. Metz also wants to talk to teenagers. Ms. Brooks agreed to help facilitate a meeting with the Key Club and pass information on to Liz McMaster, who is very connected in various events in the community.

Director Tucker noted that having people and organizations link to the Library's site and take the survey is a great way to spread the word and get more people involved.

Board Member Comments: None.

Public Comments: None.

Items for Next Meeting's Agenda:

Director Estes confirmed that a printed draft of the Building Plan would be available to the Board prior to the September 24th meeting. Chairman Oser believed the September meeting may last longer than usual. Director Estes reminded that he is scheduled for jury duty during the month of September and may not be present.

Adjournment: There being no further business, the meeting was adjourned at 4:45 p.m.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.



September 24, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: PARKS AND RECREATION DEPARTMENT STATUS REPORT

The following are summaries of Parks and Recreation Department projects and activities.

AQUATIC CENTER

Aquatic Center Season Overview

The Aquatic Center stayed busy this summer with attendance up 6% from last summer. Part of this attendance increase is due to improvements in the Aquatic Center's "Learn to Swim" program. Aquatic Center Manager, Pam Pearce, has been training swim instructors to improve their teaching and class management skills to help ensure families have a positive experience and children are learning the correct swimming and safety skills. Hopefully, these positive experiences will continue and when children graduate from swim lessons, they will be interested in joining the North Coast Swim Club. The swim club and the Aquatic Center partnered to hold the Mid-Summer Madness swim meet in July.

Aquatic Center staff has also been working to improve the facility's customer service. There has been a decline in complaints from pool users, which were largely related to the cleanliness of the pool and locker rooms. Furthermore, the Aquatic Center passed two critical evaluations this summer. The Aquatic Center received a "meets expectations" evaluation during its quarterly evaluation from its certifying agency, Ellis and Associates. The Aquatic Center also received positive remarks on its passing of the State Health Inspection Report.

Aquatic Center Annual Preventative Maintenance

The Aquatic Center was closed from September 3rd through the 15th to complete annual preventative maintenance, cleaning, and improvements. The following maintenance was performed during this time: Cleaned calcium off pool tiles, performed maintenance on the HVAC system and replace 44 filters within the HVAC system, performed maintenance on the boiler, disassembled and cleaned skimmer baskets, ordered and replaced any missing skimmer baskets, installed a wall timer for the jets in the hot tub to

comply with Oregon State Law, installed timers on lights in the family locker rooms to reduce wasted electricity and the electricity bill, re-soldered a pipe in the boiler room to correct a water leak, pressure washed the parking lot, re-painted parking lines and curbs, serviced and installed new ballasts in the parking lot light posts, serviced all pumps, replaced filter basket gaskets, repaired underwater lights, waxed large red slide, pressure washed pool deck, pressure washed and whitened lap pool gutter, cleaned small yellow slide, repaired small leak in the kiddie pool, polished all stainless steel, sanitized and serviced all fitness room equipment, sanitized and sealed the rubber floor in the fitness room, cleaned windows inside and outside the facility, installed new ADA handicap door opener, removed paint from the locker room showers, installed new toilet seats and serviced toilets, cleaned the carpets, installed new lobby furniture, repaired exterior lighting, repainted wave on exterior of building bright blue, cleaned chlorinators and probes, replaced all pool drain covers to meet current standards, purchased new aquatic dumbbells, added storage totes to the pool deck, repaired several leaks in the mechanical room, and greased and prepared all pumps for another successful year.

RECREATION PROGRAMS

Summer Day Camp

Youth Summer Day Camp began June 17th at the Astoria Recreation Center and ran Monday through Friday through August 30th. Daily attendance ranged between fifteen to twenty children each day. Youth aged six to twelve enjoyed themed camp weeks focusing on educational elements of cooking, science, art, and geography.

Youth Softball

Fifty teams participated in this year's youth softball program. Teams from Astoria, Seaside, Warrenton, Knappa, Ilwaco and Naselle began practicing in May on Evergreen Fields, Gray School Field, and Star of the Sea Field. Local games were held in June and July at the Columbia Sports Fields and both Niemi Fields. Additionally, a new high school division was added to the league and staff and participants are looking forward to another fun season next year.

Adult Softball

Twenty-seven men's, women's and co-ed softball teams participated in the softball program this summer. Evening games filled with cheering and fun were played at Evergreen Softball Fields and Tapiola Softball Field. This program has experienced a decline in attendance over the last ten years. Recreation staff is looking into ways to increase attendance and improve field conditions.

Softball Tournaments

Astoria Parks and Recreation held three softball tournaments this summer including a fast-pitch tournament, the annual Regatta tournament, and an end of summer adult softball tournament.

The first weekend of July was groundbreaking for the fast-pitch softball community as Astoria held its first girls fast-pitch softball tournament. Eight teams traveled to Astoria to participate where games were held at the Niemi Softball Field and Evergreen Softball Fields. The tournament was a success and both traveling and local teams expressed their desires to participate next year.

The second weekend in August, the Department hosted the annual Regatta Softball Tournament. Twenty-one men's and women's softball teams participated in the festivities. The tournament's attendance was down slightly from last summer. Parks staff believes this was a result of early confusion of whether the Regatta celebration would be held or not. In conjunction with the Regatta Softball Tournament, Astoria Parks and Recreation hosted the state ASA softball tournament. This brings extra teams, umpires, advertisement, and spectators into the community. The tournament was held at Niemi Softball Field, Aiken Field, Evergreen Softball Fields, and Lewis and Clark Softball Fields.

The last Saturday in August marked the third and smallest softball tournament of the season. Held at Evergreen Softball Fields, four co-ed teams participated in this one day tournament. This was the second year the tournament has been held and both staff and participants are eager to see this tournament grow.

Fitness Classes

Summer traditionally means a smaller demand for adult fitness classes as the weather gets nicer and people often take their exercise outdoors. Fitness classes were scaled back in anticipation of this trend; however, two of our classes experienced an increase in attendance this summer. Core Strengthening saw an increase to eight people in attendance per class, and Morning Boot Camp also saw an increase to an average of six people per class.

Concerts in the Park

Five free concerts were held at Lindstrom Park on Wednesdays during the month of July this summer. Staff put together a wide variety of musical performances ranging from solo performers to larger bands such as The Brownsmead Flats. Attendance varied from 20 to 140 community members.

Movies in the Park

Movies in the Park were held on Wednesday nights during the month of August. Rain canceled two movies and another was moved indoors to the Astoria Recreation Center, where approximately 40 community members enjoyed Wreck It Ralph. Luckily, the weather cooperated for one movie and over 200 people gathered at Fred Lindstrom Park for the showing of Ice Age- Continental Drift.

Special Events

Kids Day in the Park was held at Tapiola Park on August 2nd. Approximately 120 children and families attended the free event, where they enjoyed crafts, games, and a slip and slide.

As part of the Regatta festivities, the Parks and Recreation Department hosted a Skate Board Tournament on Saturday, August 10th where 30 people of all ages participated. Cold Water Surf and Skate sponsored the event and held a big truck competition.

On Saturday, September 7th, Parks Staff hosted the annual Kirsten Vlaun Triathlon and Duathlon at Fort Stevens State Park. Over 30 athletes took part in the event from surrounding communities. Staff and volunteers lined the course to administer the race and cheer on participants. At the conclusion of the event staff, received very positive feedback from participants and are hopeful to see the event grow in future years.

Port of Play

Port of Play experienced a decrease in attendance this summer, which was expected and holds traditional to previous summers. In addition to the standard Port of Play summer operations, our popular Parents Night Out operated twice a month throughout the summer and attendance varied from 12 to 17 children per event.

Lil' Sprouts Academy

Lil' Sprouts Academy reached maximum capacity this summer. With attendance up 27% from last summer, Lil' Sprouts is in need of additional space to continue growth. Lil' Sprouts Academy is made up of one infant classroom, two toddler classrooms, and one preschool classroom and held in leased space from Astoria School District at Gray School.

With the continued growth of Lil' Sprouts Academy, Recreation Coordinator, Erin Reilly, has been working towards keeping the facility clean, sanitary, and well maintained. This included a two day closure to sanitize all toys, furniture, and equipment, professional carpet cleaning, and install new flooring in the eating spaces of each classroom. Erin has also been improving the education the children receive by incorporating Creative Curriculum into the classrooms teachings. Additionally, Erin and Parks Maintenance Staff are working with the Astoria School District and Head Start to make improvements to the outside covered play area.

PARKS MAINTENANCE

Parks Maintenance Season Overview

The park maintenance team had a demanding summer caring for Astoria's parks, ball fields, community halls, aquatic center, restrooms, trails, cemeteries and providing support to many local events. Even with the limited staff of Phil Elkins, Mark

Montgomery, and five seasonal employees, the Parks Maintenance division was able to accomplish much more than anticipated.

Parks Maintenance Projects

In addition to the regularly scheduled park maintenance tasks of mowing each property once a week, cleaning each bathroom twice a week, emptying garbage twice a week, and conducting burials at Ocean View Cemetery, the maintenance staff was also able to complete a variety of special projects throughout the community. The maintenance team was able to do the following: build a fence around a police radio tower at Lewis and Clark School for the Astoria Police Department, renovate the downtown restrooms, renovate the doughboy restrooms, paint the Evergreen ball field restrooms, paint basketball courts at Alderbrook Park, Children's Park and 14th and Grand Park, coordinate with volunteers to remove graffiti along the Riverwalk, install new flooring and an air conditioning unit at Lil' Sprouts Academy classrooms, install new flower beds at 15th street triangle, install irrigation and a flower bed for grand opening of the 17th street dock, coordinate with Astoria School District to improve sight for school buses by trimming trees, provide care and maintenance to the Senior Center, repair irrigation throughout the parks system, repair and repaint over ten picnic tables, provide maintenance to Yacht Club dock, rebuild stair railing at Peoples Place, repair fencing at Post Office Park, install new swings and chains at Tapiola Park, McClure Park, and Lindstrom Park, update tetherball court at Alderbrook Park, prepare fields for all softballs games and tournament, update volleyball nets at Evergreen Fields, began the process of controlling weeds and grasses in fence lines, and curbing and walkways throughout all Parks.

Cemetery

Ocean View Cemetery kept the Parks and Recreation Department busy this summer with cemetery sales up 23% from last summer. In addition, the administrative tasks of overseeing scheduling, deposits, and records of Ocean View Cemetery were relocated to the Parks and Recreation Department this summer.

Re-Painting of City Signs

The Parks and Recreation Department has hired local artist Roger McKay to re-paint many of City's signage on Department property. Roger has done a beautiful job re-painting the sign in Alderbrook Park, the Historic Downtown sign located on the 15th Street Triangle, the large hanging sign in Fort Astoria Park, and the Astoria sign located in Portal Park. In addition, Roger hopes to complete the repainting of the signage on the east end of Smith Point once the weather improves.

Astoria Column

The Friends of the Astoria Column assumed maintenance of the Column and surrounding Astor Park property in mid-June. Since assuming maintenance, the Friends of the Astoria Column and caretakers have maintained the property beautifully and quickly responded to needed maintenance. Additionally, Jay and Sheri Mitchell

have been coordinating with Parks and Recreation Department Staff to gain maintenance operation knowledge and discuss facility updates. Department staff is enjoying the working relationship and look forward to working with the Friends of the Astoria Column as the project continues.

Cemetery Software

Parks and Recreation Department Staff have been working to improve the functionality and management of Ocean View Cemetery. Currently, the location of graves is a challenge for visitors of Ocean View as well as time intensive for staff. Accordingly, staff has been researching various cemetery software and systems and geographic information systems to find the best solution for meeting visitors and staff needs. Staff has begun to gather input on the various possibilities and looks to present them to the Parks Advisory Board and the City Council this coming winter.

Water well at Ocean View Cemetery

Parks and Recreation Department Staff have been working to increase the health of the turf at Ocean View Cemetery. This includes the treatment of weeds and moss, seasonal fertilization, and the installation of a water well to provide irrigation to the property. Currently, the Cemetery is connected to the City of Warrenton water supply, which triggers high water rates. In conjunction with a high volume of water needed to irrigate 50 developed acres, our current water supply is not financially feasible. Thus, parks staff have been meeting with contractors and requesting financial information for installation of a water well. The Parks Department is hopeful to have a water well installed prior to next summer's irrigation season and will be bringing a proposal to the Parks Advisory Board followed by City Council prior to moving forward with the project.

OTHER PROJECTS

Corporate discount program

Staff have been researching the functionality and benefits of creating a corporate discount program after being contacted by Columbia Memorial Hospital. The hospital is interested in extending a program to its employees to provide discounted childcare, fitness facilities and classes, and other recreational opportunities.

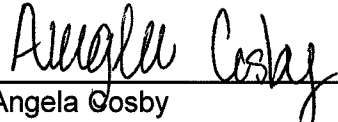
After initial review, staff believes establishing a corporate discount program could benefit the Department and the community by expanding service and providing positive outlets for childcare, fitness, and recreation. Ideally, other area businesses would be interested in providing their employees with a similar program. Parks staff will be discussing the discount program with the Parks Advisory Board for feedback followed by a formal agreement to be approved by City Council.

Community Volunteer Program

As requested by City Council, the Department staff has been working towards establishing a Community Parks Volunteer Program.

Beginning in June, parks staff began researching various volunteer programs, interviewing program managers, and analyzing their strength and weakness. From this information, our staff has created the framework of what hopes to be a strong and feasible program for the City of Astoria. Parks department staff will be presenting the program and planned approach to the Astoria Parks and Recreation Advisory Board in October followed by a presentation to City Council in November.


Submitted by:

By: 
Angela Cosby
Director of Parks & Recreation



**CITY OF ASTORIA
COMMUNITY DEVELOPMENT
DEPARTMENT**

MEMORANDUM

DATE: September 25, 2013
TO: MAYOR AND CITY COUNCIL
FROM:  PAUL BENOIT, CITY MANAGER
SUBJECT: PROJECT STATUS REPORT – COMMUNITY DEVELOPMENT
DEPARTMENT

The following are summaries of Community Development Department projects and activities.

PLANNING PROJECTS

Astoria Transportation System Plan Update

Following the initial committee meeting in May 2011, DKS and their consultant team collected data and assessed the current conditions of the Astoria transportation network. In addition, they worked closely with Astoria, Clatsop County, and ODOT staff to update future forecasts of regional population, employment, and the corresponding traffic that will use Astoria's roadways. This step in the process was critical, as the traffic forecasts will influence the types of solutions that the project team and the community will identify and evaluate in the TSP.

In May 2012, a community open house was held at Astoria High School to gather information from the public on vehicular, bike and pedestrian issues. Additionally, stakeholder interviews were also held to gather input from various organizations and focus areas. Issues raised were analyzed by the consultant team and the Project Advisory Committee discussed this analysis at several meetings. A public meeting to discuss TSP issues was held on April 24, 2013. A presentation was subsequently made to the Planning Commission on May 7, 2013. Neighborhood meetings on specific issues in the TSP were held on June 12 and 13 resulting in a good community turn-out and valuable information for the TSP team. The neighborhood meetings focused on ideas being considered Downtown, Uniontown, and in the Peter Pan, South Slope Neighborhoods. Additional citizen advisory committee meetings were then held to discuss the recommendations and public comments.

A third Community Meeting was held on September 11, 2013 to present the draft TSP to the public for initial discussion. The public comments are currently being reviewed by staff, consultants and will be reviewed by the citizen advisory committee at an

upcoming meeting. Ultimately, the advisory committee will make a recommendation to the Planning Commission with regards to the TSP. The draft TSP will be then be reviewed by the Planning Commission at a public hearing. Should the Planning Commission recommend approval of the draft Transportation System Plan, the City Council will then hold a public hearing for consideration of TSP adoption. It is anticipated that the Planning Commission and City Council public hearings will be held in January 2014.

A project website has been developed for the TSP update at: www.wix.com/dksassociates/astoriatsp. The website link can also be found on the City of Astoria Community Development Department webpage. We want to encourage everyone to participate in the TSP update process via the project website. The website will help citizens keep up to date with progress, enter additional comments about Astoria's transportation network, and access project-related documents as they become available.

Flood Insurance Maps

Over the last few years, the Federal Emergency Management Agency (FEMA) and Department of Geology and Mineral Industries (DOGAMI) have been developing new flood zone maps for the entire nation. In 2010, new FEMA maps were adopted with the knowledge that additional mapping would soon be completed by DOGAMI for coastal communities to better identify the "at risk" areas of each community. DOGAMI has completed a LIDAR survey of the entire Oregon coast, including Astoria, and had prepared a set of maps to identify potential hazard areas and to eliminate areas that were previously thought to be a hazard based on old, less detailed information. With the LIDAR survey, the maps now can identify the specific elevation of the land in more detail thereby removing guess work from the equation.

FEMA and DOGAMI requested that the local communities enter into a Partnership Agreement. The Partnership Agreement represents a good-faith effort by all parties to share data, communicate findings, and plan mitigation activities to reduce the exposure of the citizens within the communities to hazard risk. It is intended to provide a common strategy to address hazards and increase resilience within the communities. While communities are not required to sign the Agreement, it is encouraged that all participants sign and enter into the Agreement. At their meeting on February 19, 2013, the City Council authorized the Mayor to sign the agreement.

Staff has been working with FEMA and DOGAMI to assure that the information and maps for Astoria reflect the issues and concerns specific to our community. . No new information has been presented to the City since the last Community Development Department Update as FEMA continues to analyze data. Staff will ultimately present them to the Planning Commission and City Council for consideration once they are finalized by FEMA.

CODE AMENDMENTS

Riverfront Vision Plan Implementation

In August 2012, City Council authorized submittal of a funding application to the State of Oregon for drafting of Development Code and Comprehensive Plan language. This request was submitted to address the Council Goal of Vision Plan implementation. The State has explained that this funding mechanism is not a grant program whereby the City could hire a code writing consultant. Rather, the State would hire a planning contractor to develop the language from their pool of pre-approved consultants. The City was able to work with the State to select an appropriate company.

In October 2012, Community Development staff was notified that the State will allocate funding for this project to draft code language for two of the four Riverfront Vision Plan areas. The two areas selected for this funding were the Civic Greenway (16th to 39th Streets) and Bridge Vista (Port/Smith Point to 2nd Street). Staff negotiated a scope of work with the State and the project consultant, Angelo Planning Group. Under this program, the State has pre-selected consultants to complete funded projects. Staff who presently work with Angelo Planning Group were directly involved in completion of the Riverfront Vision Plan, therefore there will be a short learning curve to get started. The funding agreement has been finalized with the State of Oregon and was approved by City Council on August 5, 2013.

The consultant team has begun its work analyzing the City's Development Code and Comprehensive Plan language. When updating code language, the Planning Commission holds public work sessions to discuss the issues, gather community input, and provide direction to staff as to their recommended approach. It is anticipated that a work session to discuss Riverfront Vision Implementation for the Civic Greenway and Bridge Vista will be held late October.

Wind and Solar Energy Amendment

Beginning in 2010, the City saw an increase in inquiries for smaller scale wind energy facilities. Current Development Code language does not specifically address these issues. At the petitioning of a potential wind energy developer, the Planning Commission made an interpretation that wind energy facilities would be allowed similar to "utilities" in the IN Zone (Institutional) and S-2 Zone (General Development Shorelands) but that they needed to comply with the height regulations of those zones or obtain a variance.

The City subsequently received a grant from the Department of Land Conservation and Development (DLCD) to assist in the development of an ordinance to address the location and review procedures for installation of wind and solar energy features in Astoria. DLCD anticipated that the draft ordinance could serve as a model for coastal communities. A number of Planning Commission work sessions have been held with regards to this matter where community members interested in this topic have participated in the discussion. The draft model ordinance was submitted to DLCD in December 2011 and the grant was closed.

This issue was brought back to the Planning Commission in August 2012 for a work session to continue discussions on draft ordinance language. The Planning Commission agreed that the two draft codes (wind and solar) should be addressed separately. Recent legislative changes have impacted how cities can regulate solar facilities. Staff has amended the draft solar energy ordinance to address these changes. A joint work session with the Planning Commission and City Council was held on January 22, 2013 with a presentation on solar energy technology and the changes in the industry. The Planning Commission and Historic Landmarks Commission held work sessions in August 2013 and directed staff to prepare the final draft for public hearing before the Planning Commission for their September 24, 2013 agenda. The Planning Commission recommended approval at that meeting and the draft will be forwarded to the City Council for public hearing and final consideration for adoption at the October 21, 2013 City Council meeting.

After the solar energy ordinance is complete, the Planning Commission will continue work on the wind energy ordinance. Once the Planning Commission has held a public hearing(s) on this code language, it will be forwarded to City Council for final consideration.

Hillside Development Ordinance Amendment

In order to better address construction in geologic hazard and/or steep hillside areas, staff has been developing possible Development Code revisions to address this issue. Staff initiated this process several years ago but it was not finalized anticipating the integration of LIDAR study results. However, a preliminary draft was circulated among professionals in the field, the Planning Commission, City Council, and staff for review and comment. The LIDAR survey completed by the State Department of Geology and Mineral Industries (DOGAMI) to identify areas of past slides and weak soil areas was completed. Staff has integrated comments received from the earlier draft and has been coordinating with DOGAMI to find the best way to integrate LIDAR information into the draft code language. With this new information/data, it was determined that it would be beneficial to establish "hazard zones" that could be addressed individually based on the severity of the hazard and the nature of the proposed work within the City. Work between the Planning and Engineering Departments continues on the draft ordinance.

Historic Properties Ordinance

In conjunction with the Adair-Uppertown Historic Inventory, staff worked on an amendment to the Historic Properties Ordinance. The Historic Properties Ordinance, Article 6 of the Astoria Development Code, was last updated in 1992. This Ordinance establishes how historic properties are designated, the process for review of exterior alterations, new construction, demolition, appeals, and lists exceptions to the review process. Within the last few years, the State and National terms used for historic properties has changed, and therefore, the City Historic Properties Ordinance needed to be amended to reflect the new terminology. Staff took the opportunity to improve and clarify the code at the same time to streamline the process for historic reviews. The proposed amendments would provide for three levels of review for historic properties (Types I, II, and III) rather than all requests being reviewed by the Historic Landmarks Commission. The intent of these amendments is to make the process

easier for the public and reduce the amount of time required for review. The proposed Code amendments would add the new State historic property classifications and references and would provide code provisions to improve the review process.

The City Council approved the Ordinance adopting the code amendments at their August 19, 2013 meeting.

URBAN RENEWAL

Garden of Surging Waves

On June 4, 2013, an extremely successful Garden of Surging Waves fundraiser, sponsored by Mayor Van Dusen was held at Jordan Schnitzer's residence in Portland. A number of individuals attended and a total of \$437,000 was raised. Following the fundraiser, City staff and the Garden of Surging Waves contractor Robinson Construction began negotiating a contract amendment to complete the project.

On February 19, 2013, City Council authorized the award of a construction contract to Robinson Construction Company in the amount of \$798,498 for the first sequence of the Garden of Surging Waves. Two pay adjustments were subsequently processed totaling \$16,202.83 bringing the contract amount to \$814,700.83. A third pay adjustment, totaling \$571,539.03, was approved by the City Council at their June 3, 2013 meeting which will allow for all remaining sequences to be implemented, bringing the full project scope to completion. Construction at the Garden of Surging Waves site is expected to be completed in November 2013. There is some delay on two of the glass elements on the project (a lantern that hangs in the pavilion and the donor screen) because of the timeframe to manufacture those pieces. Should they not be ready when all other construction is completed, the park can open and those glass items can be installed at a later time without closing the entire Garden to public access.

Astor-West Incentive Program for Development / Redevelopment

In order to address the City Council goal on this issue, staff has been collecting and reviewing information on City urban renewal programs for building facade grant and/or loan programs. Staff has also been talking to the staff of these Oregon communities to understand what has worked well in their respective cities. Starting in January 2013, staff has been working with City urban renewal consultant Elaine Howard to develop a program for the Astor-West District. Community Development staff are now developing a set of design guidelines and application process for the potential grant/loan projects. The draft program and process/guidelines will be submitted to the Development Commission for consideration this fall.

OTHER PROJECTS

Downtown Mainstreet Program

Staff has been working with the Astoria Downtown Historic District Association (ADHDA) on various components of this program. Planner Rosemary Johnson serves

on the Design Committee as a liaison to the City. The Design Committee reviews and suggests ways to improve the aesthetics of the downtown. This committee manages the spring downtown clean up and was instrumental in getting merchants to adopt planters which were installed with the Downtown Streetscape project. The Design Committee is currently looking at developing directional / informational signs for the downtown area and are coordinating with Parks Director Angela Cosby on this project. They are currently proposing new street signs for the downtown that indicate that it is a National Register Historic District. The Committee has been in contact with City Engineer Jeff Harrington to coordinate their proposal to the City Council. The Committee has also been assisting downtown property owners in filling vacant storefronts with show window items. The Derelict Building Ordinance (at the request of ADHDA) requires vacant storefronts to have items placed in the windows to create the appearance of active storefronts. This could include historic photos or displays.

Community Development Director Brett Estes serves on the Business Development Committee which assists business owners in developing and / or growing their operations. The Business Development Committee is coordinating the Downtown Planning activities previously discussed.

The statewide Oregon Mainstreet Conference will be held in Astoria on October 2 to 4, 2013. Community Development staff are working with the coordinators of the conference and will be participating by leading or participating in conference sessions.

Development of Geographic Information System (GIS)

Development of the City's GIS has been a priority for both the Public Works and Community Development Departments so that paper maps and data can be digitized and accessed by citizens and more easily by City Staff. At their March 21, 2011 meeting, the City Council approved a contract with Mark Scott of Cartomation, Inc. for development of an online GIS whereby citizens can access information such as zoning, property dimensions, and aerial photography. That work is completed and has been added to the City of Astoria website.

Additionally, the Oregon Department of Land Conservation and Development has awarded the City a grant for this project. This grant would fund further inclusion of water, sewer and storm sewer infrastructure data, and historic designation status of properties. A revised contract with Cartomation was approved by the City Council in April 2012 to assist with this work. The addition of public infrastructure and historic information to GIS is progressing well and was finished this last summer. Staff have been trained on this new system and the software to run the program has been added to the permit counter on the first floor of City Hall.

Certified Local Government Grant

In alternating years, Certified Local Government (CLG) cities are eligible to submit grant applications to the State Historic Preservation Office (SHPO) for historic preservation related work. On February 6, 2012 the City Council authorized submittal of a grant application, to conduct an updated historic inventory of the Adair-Uppertown Area. Additional work under this grant would include funds to help with historic building

consultation on proposed projects by property owners. The grant was approved by SHPO and the City Council subsequently accepted the grant. The inventory has been completed and approved by the Historic Landmarks Commission at their June 18, 2013 meeting. SHPO has since advised the City that the inventory has been accepted as complete.

The original inventory in 1994 resulted in the designation of 111 properties as historic. The new inventory would have designated 226 properties prior to removal of properties of those who "opted out". Throughout the process, the City advised the property owners several times of their right to "opt out" of historic designation upon written request prior to the June 18, 2013 designation. 47 property owners opted out bringing the final historic designation to 179 properties. The increase in designated properties is due partly to the expanded boundary of the inventory area, and the number of structures that were not eligible 19 years ago in 1994 but are now over 50 years old and can be considered as historic.

For the 2014-2016 grant cycle, staff proposes to submit a grant application to provide "pass-through" grants to business and/or property owners for facade renovations to commercial properties. The City provided a similar grant program in 2008 which resulted in several downtown building improvements. Additional information will be presented to the City Council for consideration of this grant application at a later date.

Historic Design Guidelines

Staff has been working with John Goodenberger to develop a set of residential design guidelines which would assist owners of historic properties with their restoration projects. The guidelines would identify best practices, not regulations. It will provide examples of good design features and materials that should be used or implemented when working on historic properties and will assist citizens through the historic design review process. It is intended as a tool for property owners to use when planning their projects. The design guidelines are anticipated to be completed before the end of the year.

City Hall Facade Renovation

City Hall interior renovation was completed in 2012. Several exterior features were not addressed during the previous renovations. Windows are steel and many are rusting and need to be reglazed. The front entry to City Hall has some rust and deterioration including one metal panel that was replaced with a wood panel many years ago. Staff got an estimate for repair of the first floor windows and the front entry doorway of \$14,250. At their September 24th meeting, City Council authorized submittal of two grant applications to help fund this project. One application has been submitted and the other is being prepared. The City should hear by late December or early January whether the applications will be funded.

US Coast Guard Housing

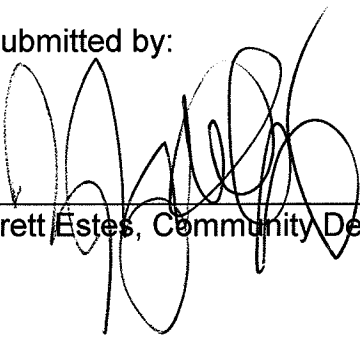
Over the last two years, the City has been working with the US Coast Guard (USCG) concerning potential expansion of their existing housing area on the South Slope. The property was sold by the City to the USCG in 1991 with a Memorandum of Agreement

concerning development of the site. The Community Development Department received the Governor's Livability Award in 1995 for the existing housing area and its integration into the community. The USCG proposes to build approximately 50 housing units in two-family, three-family, and multi-family dwellings in two phases. The housing is proposed for the area north of the existing houses and would be accessed from Klaskanine Avenue. The USCG and staff have met several times over the last year to assure that the new development will comply with the intent of the Memorandum of Agreement and meet the requirements of the USCG. Part of the process included a street vacation for the unimproved Niagara Avenue which is located in the northern portion of the USCG property and a zone change to allow multi-family dwellings. The USCG has submitted an application for the street vacation which is pending in the Public Works Department. The zone change was approved by the City Council at their November 5, 2012 meeting. The USCG anticipates construction of these houses in 2013.

New / Expanding Business Brochure

Staff has been worked with Clatsop Economic Development Resources (CEDR) to develop a brochure to address the City development process and provide information on available business development resources within the City. The brochure text has been completed. Hard copies are available in the lobby of City Hall and is also available on the City and CEDR websites.

Submitted by:




Brett Estes, Community Development Director



September 30, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  PAUL BENOIT, CITY MANAGER
SUBJECT: **PUBLIC WORKS PROJECT ACTIVITY STATUS REPORT**

The following are brief summaries of Public Works major projects and/or activities:

TRANSPORTATION

Irving Avenue: 19th Street Bridge Replacement

- David, Evans and Associates is working on producing 90% design plans
- Construction anticipated to commence in the summer of 2014

Pedestrian Safety Enhancements

- The Public Works Department has been working closely with ODOT to implement pedestrian safety enhancements throughout the City
- Existing crosswalks will be re-striped, and many will be modified to the more visible Continental Style
- Pedestrian crossing signs will be updated and added in needed locations
- Preliminary scoping work on Downtown traffic signal upgrades has begun

Duane & Exchange St. Asphalt Patching

- Work will begin in October to patch potholes and deteriorated portions of Duane and Exchange Street. This work was intentionally delayed to not create traffic conflicts with the 11th Street CSO project.

2013 Crack Sealing Project

- Work will begin in October to crack seal various streets throughout the City. This is part of the pavement management program.

CSO

11th St. CSO Separation Project

- Construction contract awarded to Tapani, Inc.
- Construction is ongoing, and the project is expected to be substantially complete by the end of November

SEWER

Wastewater Treatment Plant Effluent Treatment Upgrades

- Construction contract awarded to R&G Excavating
- Construction is ongoing
- Operational completion is anticipated to be no later than December 1, 2013

27th Street and Franklin Sanitary Sewer Relocation

- The project is at the 90% design phase. Engineering Division staff are currently working to prepare contract documents in preparation for bidding.

Sanitary Sewer Spot Repair Project

- Work on this project will begin in October. At three different locations, damaged portions of sanitary sewer/storm drain pipe will be repaired using in-situ (trenchless) repair methods.

STORM

Columbia River Maritime Museum Storm Drain Relocation Project

- Construction is underway to relocate a portion of failed storm drain pipe adjacent to the Columbia River Maritime Museum
- Work is expected to continue through mid-October

WATER

Slow Sand Filter

- Engineering and Operations staff are currently working on a plan to optimize cleaning operations and appropriate methods of algae control in order to extend the life of the filter sand

Bond Street Waterline

- City staff is coordinating the completion of contractor warranty items with the waterline trench on Marine Dr. due to premature settlement and pavement surface defects

Pipeline Road Waterline Relocation

- This project is substantially complete at this time. The Contractor will be addressing punch list items within the next week.
- Engineering Division staff will be working with the Oregon Department of Forestry to finalize an easement for the newly relocated utility. Staff will also work with OEM and FEMA on reimbursement and finalizing administrative items.

Williamsport/Hwy. 202 Waterline Replacement Project

- This project is currently at the 90% design level, with Engineering Division staff preparing contract documents for bidding.

Old Young's Bay Waterline Relocation Project

- Engineering Division staff have been coordinating with ODOT to relocate a section of existing waterline that will conflict with their upcoming rehabilitation project on the Old Young's Bay Bridge.
- Public Works Operations staff plan to complete the relocation effort by the end of October.

OTHER ACTIVITIES

17th Street Dock

- Construction was completed in June 2013.
- The Engineering Division is currently working on final administrative items.

Landfill Closure

- DEQ has determined there is minimal work required by City to decommission landfill
- Columbia Memorial Hospital is working on a redevelopment plan for the landfill site
- City is coordinating with stakeholders to work toward closure and successful redevelopment
- Council has approved a contract with a solid waste design engineering consultant to assist the City with specialized closure tasks as required by the DEQ
- Staff is coordinating closure tasks with DEQ and our consultant

5th and Duane St. Slide Clean-up Project

- The slide clean-up project was completed with excess debris removed and erosion control in place.
- This continues to be an active slide and additional debris deposited in the road will be removed as needed.

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

Prepared By: NATHAN CRATER 
Nathan Crater, Assistant City Engineer, and

CINDY MOORE 
Cindy Moore, City Support Engineer



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

September 30, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **WASTEWATER TREATMENT PLANT EFFLUENT TREATMENT UPGRADES – IFA FINANCING CONTRACT AMENDMENT NO. 2**

DISCUSSION/ANALYSIS

The Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades project that is currently under construction includes the following improvements:

- Dechlorination equipment and instrumentation
- Chlorine contact chamber upgrades
- Wastewater effluent flow meter replacement
- Wastewater effluent pH adjustment equipment and instrumentation
- Chlorine feed system upgrades and instrumentation

In November 2012, Council authorized award of the construction contract to R&G Excavating for \$1,049,000. Due to the nature of the improvements, the construction needed to occur during the drier summer months when flows to the treatment plant are at their lowest point. Therefore, the contractor began construction in June 2013, which is estimated to be 70% complete.

Current total funding available for this project, inclusive of engineering design and construction support services, is \$1,245,000. Of this amount, \$500,000 was awarded as a grant with the balance comprised of a loan at a subsidized interest rate of 1.94%. A condition of IFA funding stipulates that the grant funds cannot be used until the full amount of the low interest loan is expended. Therefore, the City strategically requested funding with minimal contingency to ensure that we would benefit from the full grant amount. This strategy was described at the Council meeting on December 12, 2012. We anticipated that there would likely be multiple funding contract amendments necessary to avoid overestimating project costs and potentially losing a portion of the grant funds.

At this stage of construction the remaining costs are well defined and there is a low risk of unforeseen conditions. The updated project budget is as follows:

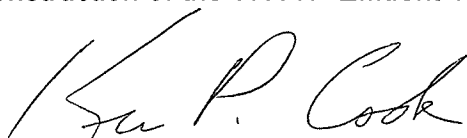
	December 2012 Budget Estimate	Updated Budget Estimate
Permits, fees, misc.	\$18,000	\$18,766
Design, bidding and construction support services	\$126,000	\$109,200
*G&O contract amendment pending Council authorization		\$47,000
Construction bid	\$1,049,000	\$1,049,000
Construction contingency (10%)	\$105,000	\$111,618
Construction management / specialty testing & inspection	\$58,000	\$64,416
TOTAL	\$1,356,000	\$1,400,000

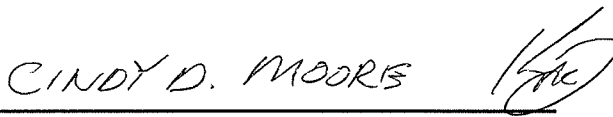
To ensure that financial resources are available through project completion, it is necessary to increase the City's loan authority by \$155,000. IFA has approved a Financing Contract Amendment in the requested amount, which will bring the total loan amount to \$810,000. This is anticipated to be the final Financing Contract Amendment for this project.

The Promissory Note and Contract documents will be reviewed and approved as to form by the City Attorney prior to Council authorization.

RECOMMENDATION

It is recommended that the City Council adopt the resolution that authorizes IFA Financing Contract Amendment No. 2 in the amount of \$155,000 for the construction of the WWTP Effluent Treatment Upgrades project.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer

RESOLUTION 13-____ OF THE CITY OF ASTORIA

**AUTHORIZING A LOAN FROM THE WATER FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The Astoria Common Council (the "Governing Body") of the City of Astoria (the "Municipality") finds:

- A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(8).
- B. Oregon Revised Statutes 285B.560 through 285B.599 (the "Act") authorize any municipality to file an application with the Oregon Business Development Department ("the IFA") to obtain financial assistance from the Water Fund.
- C. The Recipient has filed an application with the IF A to obtain financial assistance for a "water project" within the meaning of the Act.
- D. The IFA has approved the Recipient's application for financial assistance from the Water Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance (including a loan and a grant) from the IFA, to enter into a Financing Contract with the IFA in substantially the form attached hereto as Exhibit A.
- F. The project described in Exhibit D to the Financing Contract (the "Project") is a "water project" within the meaning of the Act which is needed by, and is in the public interest of the Recipient.
- G. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the City of Astoria's charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. **Loan Authorized.** The Governing Body authorizes the Mayor and the City Manager to execute the Financing Contract and the Promissory Note (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a loan from the IFA on the condition that the principal amount of the loan from the IF A to the Recipient is not in excess of \$810,000 and the interest rate is a percent deemed reasonable by the Mayor and the City Manager and in the best interest of the City of Astoria. The proceeds of the loan from the IFA shall be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.
2. **Security.** Amounts payable by the Recipient shall be payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581 (2) which include:
 - a. any sources of funds that are legally available to the Recipient,
 - b. the revenues, if any, of the Project, including special assessment revenues, if any, and
 - c. the Recipient's general fund including the general revenues of the Recipient, other funds which may be available for such purpose and a pledge of the Recipient's taxing power within the restrictions of Article XI, Section 11 and 11 b of the Constitution of the State of Oregon.

The obligation of the Recipient to make payments pursuant to the Financing Contract is a full faith and credit obligation of the Recipient that is not subject to annual appropriation.

3. **Additional Documents.** The Mayor and City Manager are hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IF A for the Project pursuant to the Financing Documents.

4. **Tax-Exempt Status.** The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the IF A or their bond counsel to protect the tax-exempt status of such interest.

5. **Reimbursement Bonds.** The Recipient may reimburse expenditures for the Project with amounts received from the IF A pursuant to the Financing Contract. Additionally, the Recipient understands that the IF A may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution shall constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury with respect to the funding or the reimbursement for the funding of the costs of the Project with the proceeds of the Recipient's loan pursuant to the Financing Documents and with the proceeds of any bonds issued by the State of Oregon pursuant to the Act.

6. Declaration of Emergency. The Governing Body declares that an emergency exists in order that there be no delay in financing the Project as provided in this Resolution. Therefore, this Resolution shall be in force and effect from and after passage by the Governing Body.

DATED this _____ day of _____ 2013

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Lamear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			

Amendment Number 2

Project Name: Astoria Wastewater Treatment Plant Effluent Treatment Upgrades

This amendment is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority (“IFA”), and the City of Astoria (“Recipient”), and amends the Financing Contract, Project Number Y12006 dated May 30, 2012 (as amended, “Contract”) for the above-named Project. Capitalized terms not defined in this amendment shall have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the Loan Amount provided by IFA in order to cover higher than expected Project costs. This recital is included for convenience and information only and is of no force and effect in the interpretation of this amendment.

The parties agree to:

1. Amend and restate the following Key Terms in Section 1 of the Contract as follows (deletions in ~~striketrough~~; additions in double underline):
 “ **Estimated Project Cost:** ~~\$1,245,000~~ \$1,400,000.
 Loan Amount: ~~\$655,000~~ \$810,000.”
2. Delete Exhibit E (Project Budget) to the Contract, and replace it with the attached new Exhibit E.

The IFA shall have no obligation under this amendment, unless by December 3, 2013, Recipient delivers to IFA the following items, each in form and substance satisfactory to IFA and its Counsel:

- (i) This amendment duly executed by an authorized officer of Recipient.
- (ii) A copy of the ordinance, order or resolution of the governing body of Recipient, certified by an authorized officer of Recipient, authorizing the borrowing of the new Loan Amount, and the contemplated transactions under this amendment, and the execution and delivery of the replacement Note.
- (iii) A replacement Note duly executed by an authorized officer of Recipient, substantially in the form attached to this amendment.
- (iv) Such other certificates, documents, opinions and information as IFA may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.

STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority

CITY OF ASTORIA

By: _____
Paulina Layton, Manager
Program Services Division

By: _____
The Honorable Willis Van Dusen
Mayor of Astoria

Date: _____

Date: _____

**APPROVED AS TO LEGAL SUFFICIENCY IN
ACCORDANCE WITH ORS 291.047:**

/s/Lynn T. Nagasako, as per email dated 1 October 2013
Lynn T. Nagasako, Sr. Assistant Attorney General

By: _____
Paul Benoit, City Manager

Date: _____

EXHIBIT C - FORM OF PROMISSORY NOTE

City of Astoria

PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX

City of Astoria, Oregon

FOR VALUE RECEIVED, the City of Astoria, 1095 Duane Street, Astoria, OR 97103 ("Recipient"), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT ("IFA"), at its principal office at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Eight Hundred Ten Thousand Dollars (\$810,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One and 94/100 percent (1.94%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number Y12006, dated as of May 30, 2012, between IFA and Recipient (as amended from time to time; the "Contract"). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

Recipient shall make level installment payments of principal and interest, commencing on the Repayment Commencement Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. Notwithstanding the above, the first such installment payment will be adjusted to include actual unpaid interest that accrued to the Repayment Commencement Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of the Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

CITY OF ASTORIA

By: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXXXXXXXX

Notice to Recipient: Do not sign this Note before you read it.

Sample

City of Astoria
PROMISSORY NOTE

Dated _____, _____

City of Astoria, Oregon

FOR VALUE RECEIVED, the City of Astoria, 1095 Duane Street, Astoria, OR 97103 ("Recipient"), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT ("IFA"), at its principal office at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Eight Hundred Ten Thousand Dollars (\$810,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One and 94/100 percent (1.94%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number Y12006, dated as of May 30, 2012, between IFA and Recipient (as amended from time to time; the "Contract"). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

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If any Event of Default occurs, the outstanding balance of the Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

CITY OF ASTORIA

By: _____

Title: _____

Notice to Recipient: Do not sign this Note before you read it.



September 27, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **WASTEWATER TREATMENT PLANT EFFLUENT TREATMENT UPGRADES
– GIBBS & OLSON CONTRACT AMENDMENT**

DISCUSSION/ANALYSIS

In February 2012, Council authorized award of the design contract for the Wastewater Treatment Plant (WWTP) Effluent Treatment Upgrades project to Gibbs & Olson. Since that time Gibbs & Olson has completed bid documents, provided assistance during the bidding process, and have been supporting the construction phase that is currently underway.

The original scope of work included an estimated fee for construction support services in the amount of \$18,000, but with only a preliminary scope for the project. As discussed in the Council memo for the IFA Financing Contract Amendment No. 2, the fee was kept low during initial project development to avoid overestimating the fee and jeopardizing the utilization of grant funding. At this stage of the project, the necessary construction support services are fully defined and require an additional allocation of \$47,000 to complete the required submittal reviews, perform necessary design engineer inspections, and perform specialty inspections. The amendment also includes additional survey work that was required after the Chlorine Contact Basin was completely drained and cleaned.

With this proposed amendment, the total cost for construction support services will total approximately 10% of construction costs. The industry standard for such services is in the range of 10 to 12% of construction costs. Funding is available through the Business Oregon Infrastructure Finance Authority.

RECOMMENDATION

Recommend the Council authorize a Contract Amendment to perform the additional construction support services in the amount of \$47,000 with Gibbs & Olson for the WWTP Effluent Treatment Upgrades project.

Submitted By


Ken Cook, Public Works Director

Prepared By


Cindy D. Moore, City Support Engineer



**CONTRACT AMENDMENT
BETWEEN
THE CITY OF ASTORIA AND GIBBS & OLSON, INC.
FOR
WWTP EFFLUENT TREATMENT UPGRADES**

The AGREEMENT dated February 6, 2012, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and GIBBS & OLSON, INC., hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT to include additional construction support services (see attached memorandum).

Amend Compensation of the AGREEMENT to increase contract amount by \$47,000.00.

IN WITNESS WHEREOF, THE CITY AND CONSULTANT have executed this AMENDMENT as of _____, 2013.

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

CONSULTANT:
Gibbs & Olson, Inc.

BY: _____
Mayor Date

BY: Richard A. Bush 10/1/2013
Consultant Date

BY: _____
City Manager Date



Memorandum

DATE: September 12, 2013

TO: Cindy Moore, P.E. – City of Astoria

FROM: Rich Gushman, P.E. – Gibbs & Olson, Inc.

RE: WWTP Effluent Treatment Upgrades – Amendment Request for Additional Construction Phase Engineering Services

As we have discussed, Gibbs & Olson, Shannon & Wilson, R&W Engineering and Kramer-Gehlen & Associates have performed and are anticipated to continue to perform additional work associated with construction management of the WWTP Effluent Treatment Upgrades project. We are therefore requesting that our contract be amended to increase our budget to address the additional construction phase work performed to date and for the anticipated construction phase work for the remainder of the project.

The out of scope work performed as requested by the City includes on-site construction observation and assistance during installation of the pin piles by Shannon & Wilson, structural observation by Kramer-Gehlen to meet the City’s Building Department requirements, survey of the Chlorine Contact Basin and SCADA work previously approved but not included in the budget for Amendment No. 3. Additionally, there has been additional time required to review multiple Contractor re-submittals and RFI’s.

This amendment assumes the project will be substantially complete by December 1, 2013 and includes construction phase engineering for September, October and November as follows: Assumes 16 hours per month for Gibbs & Olson and 8 hours per month for R&W Engineering to provide support in RFI responses and submittal reviews, 8 hours per month for Gibbs & Olson to participate in and provide support for one progress meeting per month, 8 hours per month for Gibbs & Olson to provide general communication and coordination and two trips at 6 hours per trip for Gibbs & Olson and R&W Engineering to make field visits for substantial and final completion.

The table below summarizes the costs for Gibbs & Olson and our subconsultants for the additional construction phase services provided to date and to provide construction phase services through Substantial Completion based on the assumptions identified above.

Task Description	Cost
<i>Additional Construction Phase Services</i>	
Gibbs & Olson –Work associated with reviewing multiple Contractor re-submittals for the following construction items or systems: pin piling, chemical storage tank, wastewater disinfection system, standby generator, temporary chlorination system and paint. Work associated with preparing for and participating in multiple discussions/meetings related to the Contractors requests to utilize shotcrete in lieu of asphalt in the chlorine contact basin, raising the floor elevation in the chlorine contact basin, ultra block wall installation, pin piling installation, generator items and the number and size of electrical conductors required. Continued construction phase services as described above through December 1, 2013. The cost to the right also includes costs related to the out of scope work performed as described above.	\$23,066.77

Memo to Cindy Moore, P.E.
Page 2 of 2
September 12, 2013

Shannon & Wilson – Out of Scope construction phase work associated with reviewing pin pile submittals, assisting with responding to RFI's, Pin Pile Load Testing Supervision and Interpretation and Production Pile Installation Observation and Pile Records.	\$9,976.73
R&W Engineering – Construction phase work associated with repeated submittal reviews, review of the SCADA submittal – out of scope work as discussed during design phase, perform onsite verification of SCADA operation for new control systems out of scope work as discussed during design phase, and update the SCADA section of the plant O&M manual – out of scope work as discussed during the design phase.	\$11,440.00
Kramer-Gehlen & Associates – Out of scope construction phase work associated with performing special structural observation and responding to RFI's.	\$2,516.50
Total Amount Requested for Amendment No. 4	\$47,000.00

Please let me or Tom Gower know if you have any questions or comments. Thank you.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 25, 2013

MEMORANDUM

TO: Mayor Van Dusen and City Council

FROM:  Paul Benoit, City Manager

SUBJECT: Liquor License Application

Discussion & Analysis

A liquor license application has been filed by Eric Bechard, doing business as Albatross at 225 14th Street, Astoria. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,


Mark Carlson, CPA
Finance Director



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 9-5-13

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____

(signature)

(date)

Name: Mark Carlson, CPA

Title: Finance Director

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9/3/2013

90-day authority: Yes No

RECEIVED

OREGON LIQUOR CONTROL COMMISSION

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

① Broadleaf LLC

③ _____

AUG 09 2013

② _____

④ _____

2. Trade Name (dba): Albatross

SALEM REGIONAL OFFICE

3. Business Location: 225 14th St Astoria Clatsop OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 228 NE Evans McMinnville OR 97128
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: N/A

(phone)

(fax)

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

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

8. Former Business Name: Rumba Sandwiches

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

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

11. Contact person for this application: Eric Bechard 503.929.7488
(name) (phone number(s))
228 NE Evans street McMinnville OR 97128 chefoyster@hotmail.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature]

Date 8/1/13

③ _____

AUG 20 2013 Date

② _____ Date _____

④ _____

Date



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Broadleaf LLC Phone: 503.929.7488

Trade Name (dba): Albatross

Business Location Address: 225 14th Street

City: Astoria ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>X</u>	to	<u>X</u>
Monday	<u>X</u>	to	<u>X</u>
Tuesday	<u> </u>	to	<u> </u>
Wednesday	<u> </u>	to	<u> </u>
Thursday	<u> </u>	to	<u> </u>
Friday	<u> </u>	to	<u> </u>
Saturday	<u> </u>	to	<u> </u>

Outdoor Area Hours:

Sunday	<u>X</u>	to	<u>X</u>
Monday	<u>X</u>	to	<u>X</u>
Tuesday	<u>X</u>	to	<u>X</u>
Wednesday	<u>X</u>	to	<u>X</u>
Thursday	<u>X</u>	to	<u>X</u>
Friday	<u>X</u>	to	<u>X</u>
Saturday	<u>X</u>	to	<u>X</u>

The outdoor area is used for:

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

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 30 Outdoor: X

Lounge: X Other (explain): X

Banquet: X Total Seating: 30

OLCC USE ONLY	
Investigator Verified Seating:	<input checked="" type="checkbox"/> (Y) <input type="checkbox"/> (N)
Investigator Initials:	<u>[Signature]</u>
Date:	<u>9/3/2013</u>

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

Applicant Signature: [Signature] Date: 8/1/13



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 25, 2013

MEMORANDUM

TO: Mayor Van Dusen and City Council

FROM:  Paul Benoit, City Manager

SUBJECT: Liquor License Application

Discussion & Analysis


A liquor license application has been filed by Jason Manotham and Bungorn Manotham, doing business as Blue Ocean Thai Cuisine at 1040 Commercial Street, Astoria. The application is a Change of Ownership for a Limited On-Premises Sales License. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,



Mark Carlson, CPA
Finance Director



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

Request 90 day temporary

Application is being made for:

LICENSE TYPES <input type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <input type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input checked="" type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input type="checkbox"/> Off-Premises Sales (\$100/yr) <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____	ACTIONS <input checked="" type="checkbox"/> Change Ownership <input type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____
---	--

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

APPLYING AS:
 Limited Partnership Corporation Limited Liability Company Individuals

CITY AND COUNTY USE ONLY

Date application received: 9-4-13

The City Council or County Commission:
City of Astoria
(name of city or county)

recommends that this license be:
 Granted Denied

By: _____
(signature) (date)

Name: Mark Carlson, CPA
 Title: Finance Director

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9/4/2013

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
 ① ~~Jason Manotham~~ ③ Lucky 777, LLC
 ② ~~Bungorn Manotham~~ ④ _____
2. Trade Name (dba): Blue Ocean Thai Cuisine
3. Business Location: 1040 Commercial St Astoria OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)
4. Business Mailing Address: 1040 Commercial St Astoria OR 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: 503-325-1316
(phone) (fax)
6. Is the business at this location currently licensed by OLCC? Yes No
7. If yes to whom: Nucharee Siraprasertkum Type of License: Full on Premises Sales
8. Former Business Name: Blue Ocean Thai Cuisine
9. Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)
10. What is the local governing body where your business is located? Astoria OR
(name of city or county)
11. Contact person for this application: Jason Manotham 646-670-2476
(name) (phone number(s))
1719 Franklin Ave Astoria OR Kilo15150
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 7/16/13 ③ _____
(P.O. Box 967 Warrenton, OR 97146) Date _____

② [Signature] Date 7/16/13 ④ _____
Date _____

Received: 7-17-13



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Jason Manotham Phone: 646-620-2476

Trade Name (dba): Blue Ocean Thai Cuisine

Business Location Address: 1040 Commercial St

City: Astoria OR ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>11am</u> to <u>9pm</u>
Monday	<u>11am</u> to <u>9pm</u>
Tuesday	<u>11am</u> to <u>9pm</u>
Wednesday	<u>11am</u> to <u>9pm</u>
Thursday	<u>11am</u> to <u>9pm</u>
Friday	<u>11am</u> to <u>10pm</u>
Saturday	<u>11am</u> to <u>10pm</u>

Outdoor Area Hours:

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

The outdoor area is used for:

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

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 42 Outdoor: 0

Lounge: 0 Other (explain): N/A

Banquet: 0 Total Seating: 42

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

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

Applicant Signature: Jason Manotham Date: July 16, 2013



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 25, 2013

MEMORANDUM

TO: Mayor Van Dusen and City Council

FROM:  Paul Benoit, City Manager

SUBJECT: Liquor License Application

Discussion & Analysis

A liquor license application has been filed by Brandon J Maes, doing business as Casa de Tamales LLC at 1426 Commercial Street, Astoria. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,



Mark Carlson, CPA
Finance Director



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 9-20-13

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9-18-2013

90-day authority: Yes No

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

- ① Casa de Tamales, LLC ③ _____
 ② _____ ④ _____

2. Trade Name (dba): _____

3. Business Location: 1426 Commercial St. Astoria Clatsop OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1426 Commercial St. Astoria OR 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-325-2931 (cell 503-209-2051)
(phone) (fax)

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

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

8. Former Business Name: _____

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

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

11. Contact person for this application: Brandon Maes 503-209-2051
(name) (phone number(s))
32410 S. Needy Rd., Canby OR 97013
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

- ① Brandon Maes Date 9-17-13 ③ _____ Date _____
 ② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Casa de Tamales LLC Phone: 503-325-2931

Trade Name (dba): _____

Business Location Address: 1426 Commercial St.

City: Astoria ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>8</u>	to	<u>8</u>
Monday	<u>7</u>	to	<u>9</u>
Tuesday	<u> </u>	to	<u> </u>
Wednesday	<u> </u>	to	<u> </u>
Thursday	<u> </u>	to	<u> </u>
Friday	<u> </u>	to	<u> </u>
Saturday	<u> </u>	to	<u> </u>

Outdoor Area Hours:

Sunday	_____	to	<u>N/A</u>
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

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

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: Close an hour earlier in the winter

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 40 Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 40

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

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

Applicant Signature: Brenda Mae Date: 9-17-13

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



September 30, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: PROPOSAL TO IMPROVE 9TH AND ASTOR PARK

DISCUSSION/ANALYSIS

Parks and Recreation Department staff has been working on a proposal to improve 9th and Astor Park. On Thursday, September 19th, Department staff held a meeting with 23 stakeholders of 9th and Astor Park. These stakeholders represented business owners/managers, interested community members, the Astoria Parks Advisory Board, and the Astoria Police Department.

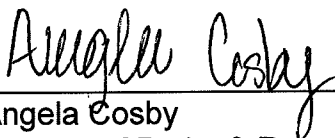
The group discussed the park's history, brainstormed and prioritized possible improvements, discussed ways to increase positive use, and park adoption possibilities. This agenda resulted in two positive outcomes:

- 1) The majority of the group agreed on an achievable work scope for improvement. From the brainstorming and prioritizing exercises, the majority of the group would like to see the following items take place:
 - Removal of the hedge along the east end of the park
 - Excavation of gravel
 - Installation of grass turf
 - Irrigation extended throughout the park
 - Installation of picnic tables
 - Benches relocated
- 2) The park has a strong likelihood of being adopted. One of the staff goals for the meeting was to build interest with area business owners in the park adoption concept. As a result, four area businesses have expressed interest in adopting the park after it is re-landscaped with irrigated turf. With this adoption, the businesses would be assuming the care and maintenance of the park, much like the current agreement with the Holiday Inn Express for the care and maintenance of the Maritime Memorial Park.

On Monday, September 30th, Department staff presented the stakeholder meeting results to the Parks Advisory Board who strongly supported the park adoption concept and encouraged staff to move forward. The cost estimate for this project is \$8,500 and the funds are available in the Parks Department budget. The work will be completed by in-house staff as well as volunteers from the Tongue Point Job Corps Center

RECOMMENDATION

Based on the data collected from the September 19th stakeholder meeting and direction received from the Parks Advisory Board on September 30th, it is recommended that improvements be made to the 9th and Astor Park.

By: 

Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

September 30, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: Arts and Cultural Fund to Promote Tourism

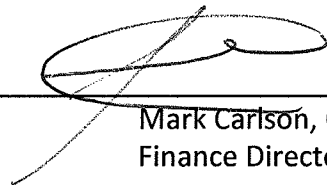
Discussion

During the 2013-2014 Fiscal Year budget process, the Budget Committee put forth and the Council later adopted a proposal to allocate \$30,000 out of the Promote Astoria Fund for tourism promotion. The budget committee convened on July 1, 2013 to discuss guidelines for the program. Out of that meeting a sub-committee, appointed by Mayor Van Dusen, worked to refine the program details and to bring back a proposal to Council. The sub-committee completed that task and developed draft program guidelines along with an application packet.

Recommendation

The sub-committee recommends that Council consider adopting the attached program guidelines.

By: _____



Mark Carlson, CPA
Finance Director



ARTS AND CULTURAL FUND TO PROMOTE TOURISM

The City of Astoria has allocated \$30,000 to establish a grant program for the purpose of promoting tourism in the City by funding art and cultural events and projects. Funding for this program comes from the Promote Astoria Fund, and is available for use in fiscal year July 1, 2013 to June 30, 2014.

Who May Apply?

Applicant must be a nonprofit organization tax exempt under IRC 501(c)(3), organized for charitable, educational, scientific, or literary purposes or; under IRC 501(c)(4) as a civic league, or social welfare organization or; under IRC 501(c)(6) as a Chamber of Commerce, business league, etc.; or a social club, or fraternal organization under 501(c)(7), 501 (c) (8), or 501(c)(10). In addition, an organization may be a Federal, state, or local governmental unit. If tax-exempt under IRC 501 (c), the determination letter from the Internal Revenue Service is required to apply. **Note that individuals or groups not exempt under one of the 501(c) designations listed above may be sponsored by a 501(c) organization.**

Event or Project Eligibility Criteria and Guidelines

- (1) The funding must be used for promoting or producing an art or cultural event or project.
- (2) "Art or cultural event or project" is **defined broadly** to include music; drama; dance; creative writing and poetry; architecture and landscape design; painting; sculpture; photography; graphics; craft and folk art; film video; historical, heritage, and educational festivals and events or projects.
- (3) The applicant must demonstrate how the proposed event or project will benefit the residents of Astoria and fulfill the purpose of promoting tourism. Oregon Revised Statutes Section 320.300 regulates the use of Transient Room Taxes collected in the State and defines "Tourism Promotion" as follows:
 - (a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
 - (b) Conducting strategic planning and research necessary to stimulate future tourism development;
 - (c) Operating tourism promotion agencies; and
 - (d) Marketing special events and festivals designed to attract tourists.

ARTS AND CULTURAL FUND TO PROMOTE TOURISM

- (4) Funding is granted for no more than a one year period of time per application.
- (5) The event must be open to anyone who wishes to attend and cannot be discriminatory in any way (alcohol restrictions may apply).
- (6) The following are ineligible for funding:
 - (a) Events or projects that are **primarily** partisan or religious in nature;
 - (b) Facility development or items that are capital in nature;
 - (c) Elimination of prior debts or debt servicing;
 - (d) Generally, expenditures that are not tied to promotion, marketing or producing the event or implementation of the project;
- (7) Upon completion of the event, the applicant must file financial information with the City demonstrating that all grant funds were used for the stated purpose and in compliance with program guidelines. In addition the applicant must submit a summary narrative detailing the outcome of the event. This information must be filed with the Finance Director no later than 60 days after the close of the event.
- (8) Applications must be completed and submitted to the City of Astoria Finance Department generally no later than December 30, 2013 and project funds must be fully expended by June 30, 2014.
- (9) A sub-committee of the Budget Committee (appointed by the Mayor) will convene to evaluate the applications and provide recommendations for funding to the City Council.

**CITY OF ASTORIA
ARTS AND CULTURAL FUND TO PROMOTE TOURISM
APPLICATION**

Date Submitted:	Date Received:
Applicant Organization:	Event Title or Project Name:
Event Dates:	Address:
Contact Number:	Contact Person & Title:
Amount Requested:	Type of Organization:
Federal ID#:	Email:

If tax-exempt under Internal Revenue Code (IRC) 501(c), attach determination letter from the Internal Revenue Service.

Please provide the following:

1. How long has this organization been in existence?
2. How many members / volunteers participate in this organization?
3. List board of directors.
4. Explain the event that is being proposed, including history, prior attendance, funding sources, location and purpose.
5. What will the City funds accomplish for the event or project?
6. Are these funds being matched or leveraged? If so, how?
7. How will you promote this event?
8. Provide the current year budget for both this project /event and for the organization.
9. Provide the appropriate two prior fiscal year financial statements, unless the organization is newly formed.
10. Have you received any City funding in previous years?
11. Is this event open to the general public?
12. Will an admission fee be charged? If yes, how much?
13. Will you be paying any speakers an honorarium or fee to speak at this event? If yes, who will be speaking and with whom are they affiliated?
14. List other organizations or agencies that have been solicited for this event.
15. If this funding is denied will the event still take place?

If you have any questions please call Mark Carlson, Finance Director at 503-298-2433.



October 2, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: BEAR CREEK WATERSHED FOREST INVENTORY – CONTRACT AWARD

DISCUSSION/ANALYSIS

A current inventory of the City's 3,700 acre watershed forest resources is essential for the appropriate planning and implementation of sustainable harvest activities in the watershed. The previous inventory was conducted over 20 years ago. During the 2013 Forest Stewardship Council (FSC) audit it was noted that an updated inventory would be required prior to the 2014 audit to be conducted in January/February of 2014. A budget line item of \$30,000.00 is included in the current fiscal year budget for a forest inventory project.

A Request for Qualifications was sent to 11 forest consulting firms with specialized expertise in conducting forest inventories. The request required respondents to address their ability to complete a timber and carbon inventory by the end of 2013. The largest of the 11 firms was the only respondent. The firm of Mason, Bruce, and Girard submitted a highly qualified proposal. They are an internationally recognized natural resource consulting firm that has been in business since 1921.

This inventory will set the sustainable timber harvest levels and provide a baseline for a future carbon credit project. Staff is confident that with an updated inventory, sustainable harvest levels can be increased over current levels, while remaining well within the constraints of preserving water quality and abiding by FSC forest practice standards.

To meet the time requirement for completion by years end, the contractor will need to begin the project in the month of October, 2013.

RECOMMENDATION

It is recommended that Council award the contract for the Bear Creek Watershed Inventory to Mason, Bruce & Girard in the amount of \$30,000.00. Funds are available in the Capital Improvement Fund for this project.

Submitted By


Ken P. Cook, Public Works Director

Prepared By


Mike Barnes, City Forester

**CITY OF ASTORIA
CONTRACT FOR SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2013 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Mason, Bruce & Girard, 707 SW Washington, Suite 1300, Portland, Oregon 97205, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR 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. CONTRACTOR SERVICES

A. CONTRACTOR shall provide services for the City of Astoria, regarding the inventory of forestry as outlined in its Attachment A, which by this reference is incorporated herein.

B. CONTRACTOR'S obligations 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. CONTRACTOR 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 December 30, 2013.

2. COMPENSATION

A. The City agrees to pay contractor a total price not to exceed \$30,000.00 for performance of those services described in the Scope of Work. Payment will be based on completion of tasks in the Scope of Work as follows:

Task 1- estimated completion date October 14- \$2,000.00
Tasks 2 &3-estimated completion date October 21- \$2,500.00
Task 4- estimated completion date November 12- \$19,000.00
Task 6- Estimated completion date November 27 - \$3,500.00
Task 7&8 estimated completion date December 20- \$3,000.00

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Michael Barnes, City Forester at 503-860-6723, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Stephen E. Fairweather, President, Mason, Bruce & Girard, 503-224-3445.

6. CITY'S OBLIGATIONS

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

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

C. The undersigned CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in

bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. 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. CONTRACTOR 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 CONTRACTOR 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 disabled provided the party so disabled 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 CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

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 CONTRACTOR, 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, CONTRACTOR 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, contractor, or others resulting from or arising out of CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.

With regard to Professional Liability, CONTRACTOR 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 arising out of CONTRACTOR'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 CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

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

16. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'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. CONTRACTOR shall obtain, at CONTRACTOR'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 contractors, subcontractors 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. CONTRACTOR shall obtain, at CONTRACTOR'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 Contractor'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, CONTRACTOR 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. 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 CONTRACTOR 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 CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, 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

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

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

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

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

20. PAYMENT OF MEDICAL CARE

Contractor 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 CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR 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. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services

are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

23. NO THIRD PARTY BENEFICIARIES

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

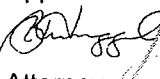
24. SEVERABILITY AND SURVIVAL

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.

25. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR 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:

Digitally signed by Blair Henningsgaard
DN: cn=Blair Henningsgaard, o,
ou, email=blair@astorialaw.net,
c=US
Date: 2013.10.02 09:45:50 -08'00'
Attorney

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date

Scope of Work, Forest Inventory Project

- 1- Schedule and complete a pre-work meeting with City representative. Contractor will have staff personnel at the meeting to discuss all phases of the project. Prepare a work plan that will meet the requirements of this Scope of Work. Work plan will become an attachment to the Scope of Work.
- 2- Prepare Stand Delineation to include forest stands based on homogeneity. Utilize current NAIP imagery to digitize individual stands. Assign ID numbers to each stand and develop ArcView shapefiles. City will provide information regarding selected forest areas within the watershed.
- 3- Prepare written cruise procedures and individual stand maps to include cruise plot locations. Cruise must be designed to achieve specific results as agreed to by City and Contractor. Procedures will become an attachment to the Scope of Work.
- 4- Conduct project cruise on Watershed according to approved plan to meet assigned cruise statistics.
- 5- Conduct periodic review of cruise process to ensure quality control and review any concerns encountered. The data will be provided in an Excel workbook.
- 6- Utilize the inventory data and the FVS growth model to generate yield tables for the harvest-scheduling. Develop carbon profiles.
- 7- Develop a harvest schedule in consultation with City.
- 8- Review project results and submit all data as required to City.
- 9- The Contractor will keep City informed of project progress relative to the approved budget. In the event that unexpected work or change in project scope requires a change in the budget, Contractor will request a budget adjustment and will not proceed with the additional work until the budget adjustment is approved and authorized by the City.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

October 2, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *PB* PAUL BENOIT

SUBJECT: NORTHWEST OREGON REGIONAL HOUSING REHABILITATION PROGRAM

DISCUSSION/ANALYSIS

The Northwest Oregon Regional Housing Revolving Loan Fund was established by the Community Action Team (CAT) through partnerships with Tillamook, Clatsop and Columbia Counties, along with the cities of Astoria, St. Helens and Vernonia. These partners have supported the bi-annual funding applications for the region. CAT is expecting to be completed with obligating the 2011 Housing Rehab Program funds in December of this year, and will be applying for new funding in the second quarter of 2014. The rehabilitation program as a whole has made nearly \$9.25 million in loans for housing rehabilitation since 1979.

A goal of the program is to set aside approximately 50% of the funds to serve low-income homeowners residing in the sponsoring jurisdictions, and the remaining 50% to serve homeowners in the region. In addition, all homeowner loan recipients that qualify will have their homes brought up to current thermal standards with grants through Community Action Team's weatherization program.

In continuing the Program, the State is requesting that all of the historical partners of the Northwest Oregon Regional Housing Rehabilitation Program area sign the "Agreement in Support of the Northwest Oregon Regional Housing Rehabilitation Program". Under State rules, communities not signing the Agreement cannot be served by the Program. Signing the Agreement will not obligate the City to any financial or physical participation. The Agreement exclusively indicates support for the program and allows the residents of their respective communities to participate in receiving this service.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign the Agreement supporting ongoing participation of the Northwest Oregon Regional Housing Rehabilitation Program.

**Agreement In Support of the
Northwest Oregon Regional Housing Rehabilitation Program**

Purpose: Signing of this Agreement in Support of the Northwest Oregon Regional Housing Rehabilitation Program indicates the willingness to allow residents within the boundaries of the signatory's City or unincorporated County areas to be eligible to participate in the Northwest Oregon Regional Housing Rehabilitation Program.

Only persons who reside within the boundaries of the cities and unincorporated county areas of the signatory parties are eligible to participate in the Program and receive the housing rehabilitation funding through this CDBG funded program.

Agreement Date: The Northwest Oregon Regional Housing Rehabilitation Program has been in existence since 2000, and the below noted partners have cooperated as a joint group since that time. This Agreement in Support is a formalization of the existing partnership, and is effective June 1, 2013

Signatory parties: Clatsop County, City of Astoria, City of Cannon Beach, City of Gearhart, City of Seaside, City of Warrenton, Columbia County, City of Clatskanie, City of Columbia City, City of Prescott, City of Rainier, City of St Helens, City of Scappoose, City of Vernonia, Tillamook County, City of Bay City, City of Garibaldi, City of Manzanita, City of Nehalem, City of Rockaway Beach, City of Tillamook, City of Wheeler, and any currently unincorporated community who becomes an incorporated City or is annexed and incorporated within an existing City within Clatsop, Columbia and Tillamook Counties.

Agreement: The above named parties acknowledge they are members of the Northwest Oregon Regional Housing Rehabilitation Program. Members recognize that application for funds for the Northwest Oregon Regional Housing Rehabilitation Program are sponsored by members on a non-specific rotating basis, which may not include every partner entity as capacity and ability to apply may change.

Members agree to jointly sponsor a housing rehabilitation program provided through a Community Development Block Grant (CDBG), administered by the Oregon Business Development Department, Infrastructure Finance Authority and will recognize one member as the lead agency that will be responsible for applying, receiving and administering the CDBG award on a non-specific rotating basis.

Grant Activity: The purpose of the proposed CDBG is to manage a housing rehabilitation revolving loan fund to provide assistance to low income homeowners to repair their homes.

Constraints: One-hundred percent (100%) of the benefitted owner occupied household occupants must have incomes below the federal low- and moderate-income limit (80% of the median family income as adjusted by family size).

Community Action Team will enter into a sub-recipient agreement with the lead agency to manage the housing rehabilitation program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signator.

**Agreement In Support of the
Northwest Oregon Regional Housing Rehabilitation Program**

Multiple Parties: In the event that one or more of the signatories identified above decline to sign this agreement, it remains sufficient for all other signatories to receive the benefits of the agreement.

Residents of any city or county not signing this Agreement in Support of the Northwest Oregon Regional Housing Rehabilitation Program will be unable to receive benefits from this program.

So Agreed:

Clatsop County	Date
City of Astoria	Date
City of Cannon Beach	Date
City of Gearhart	Date
City of Seaside	Date
City of Warrenton	Date
Columbia County	Date
City of Clatskanie	Date
City of Columbia City	Date
City of Prescott	Date