



# AGENDA

## ASTORIA CITY COUNCIL

November 7, 2016

7:00 p.m.

2<sup>nd</sup> 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. **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 10/3/16
- (b) City Council Minutes of 10/17/16
- (c) Authorization to Purchase Vehicle for Police Department (Police)
- (d) Fiscal Year 2016-17 Exchange Server and Public Safety Server Replacements (Finance)
- (e) Authorization to Request Qualifications to Produce Site Specific Park Plan at Shively and McClure Parks (Parks)
- (f) Memorandum of Understanding for Indigent Defense Services (Finance)

6. **REGULAR AGENDA ITEMS**

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- (a) Public Hearing and Ordinance Making Certain Determinations and Findings Relating to and Approving the First Amendment to the Astor West Urban Renewal Plan (1<sup>st</sup> reading) (Community Development)
- (b) Resolution Amending Fee Schedule for the Astoria Aquatic Center (Parks)
- (c) Aquatic Center Use Agreement between Tongue Point Job Corps Center and the City of Astoria (Parks)
- (d) Consultant Services – Library Roof Replacement (Library)

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

8. **EXECUTIVE SESSION**

- (a) ORS 192.660(2)(h) – Legal Counsel
- (b) ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees

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



# CITY OF ASTORIA

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November 3, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF NOVEMBER 7, 2016

### **CONSENT CALENDAR**

**Item 5(a): City Council Minutes**

The minutes of the City Council meeting of October 3, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 5(b): City Council Minutes**

The minutes of the City Council meeting of October 17, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 5(c): Authorization to Purchase Vehicle for Police Department (Police)**

The Police Department proposes purchasing one new patrol vehicle this fiscal year which will replace a 2011 Chevy Tahoe 2WD Police Pursuit vehicle. Funds for this purchase are budgeted as a lease payment in the Capital Improvement Fund for Fiscal Year 2016-17. The Finance Department has budgeted spreading the purchase and set up of vehicles over two years. A separate authorization will subsequently be requested for the set up and equipment for the vehicle. It is recommended that Council authorize the purchase one Ford Police Interceptor Utility vehicle from Gresham Ford in the amount of \$29,058.63.

**Item 5(d): Fiscal Year 2016-17 Exchange Server and Public Safety Server Replacements (Finance)**

iFocus Consulting, Inc., made recommendations and has given quotes for the Fiscal Year 2016-17 budget to replace two of the City of Astoria's server platforms which have reached end-of-life, as follows:

<u>Server Description</u>	<u>Quote Amount</u>
• Exchange Server which provides email services to all City Departments (initially installed in 2009) .....	\$35,574.21
• Hyper-V Server for Public Safety which hosts virtual environments providing the active directory, file and print services, application servers, SQL services, Anti-virus services and other programs and services (initially installed in 2010).....	\$22,118.00

Replacement of both servers with cost-effective, manufacturer-supported hardware and software solutions provides operation flexibility for a five year time frame, maintains and enhances existing capabilities for software solutions, provides flexibility for future storage solutions and applications, and provides operational continuity, compatibility and flexibility across hardware and software solutions with manufacturer supported infrastructure required to process critical information for City operations and systems. Funding for both projects are included in the Fiscal Year 2016-17 Capital Improvement budget for iFocus Recommended Expenditures. It is recommended that Council approve the purchases and replacement as proposed by iFocus.

**Item 5(e): Authorization to Request Qualifications to Produce Site Specific Park Plan at Shively and McClure Parks (Parks)**

The City of Astoria was awarded the Oregon Parks and Recreation Department Local Government Grant of \$40,000 to support funding site plans for Shively Park and McClure Park and approve the Local Government Grant Program Agreement. At its October 17, 2016 meeting the City Council accepted the grant and committed the required 40% match, in the amount of \$16,000 cash budgeted in the Capital Improvement Fund and in-kind management and administration contribution of \$11,000. The tentative project timeline is as follows:

- October 2016 -----Notice to proceed from OPRD.
- December 2016 ---Designation of a project manager and procurement of a consultant.
- January 2017 -----Project kickoff, public notice of upcoming meeting dates.
- February 2017 -----Initial public meeting to collect input.
- March 2017-----Development of design alternatives.
- April 2017 -----Public meetings to collect input on design alternatives.
- May 2017 -----Selection of preferred concepts for McClure and Shively Parks; development of implementation and funding strategy.
- June 2017 -----Adoption of plan documents for McClure and Shively Park.

To stay on track with this tentative timeline, the Parks and Recreation Department seeks the City Council's authorization to request qualifications for a consultant or team of consultants specializing in community engagement, gathering, consolidating, and prioritizing community input, planning and landscape design and/or architecture. A selection panel comprised of Parks and Recreation

Department staff, Community Development staff, neighbors of Shively Park, and a representative from the Friends of McClure Park will evaluate and rank each statement of qualifications submitted. The consultant will be evaluated and ranked based on proven experience, expertise, and technical merit for the requested services. After a preferred consultant is chosen, they will be asked to develop a project management plan, budget and schedule for the project. This scope of work will be negotiated with staff. If an acceptable plan, budget, schedule, and contract cannot be developed, the selection panel will meet and select another consultant from the original RFQ submittals and restart negotiations. Once a final scope is developed, the contract will be brought to Council for consideration. It is recommended that City Council authorize the Parks and Recreation Department to request qualifications to complete site-plans at Shively Park and McClure Park.

**Item 5(f): Memorandum of Understanding for Indigent Defense Services (Finance)**

Staff has prepared an updated Memorandum of Understanding (MOU) between the City of Astoria and current Indigent Defense Attorney Jerry Widawski for his services. The current MOU became effective February 1, 2010 and no changes have been made since that date. Pursuant to the discussions between Judge Kristopher Kaino and the Astoria City Council, adjustment of the MOU is necessary to reflect the current and anticipated caseloads. As more cases have been cited to Clatsop County Circuit Court, fewer trials are anticipated in Astoria Municipal Court. The proposed MOU provides for compensation based on defendants rather than a flat fee per month. Funds have been budgeted for the current year based on the flat fee and it is anticipated the new agreement will be at the same amount or less than is currently budgeted. The proposed MOU becomes effective December 1, 2016. It is recommended that Council consider the revised Memorandum of Understanding for Indigent Defense Services with Jerry Widawski.

**REGULAR AGENDA ITEMS**

**Item 6(a): Public Hearing and Ordinance Making Certain Determinations and Findings Relating to and Approving the First Amendment to the Astor West Urban Renewal Plan (1<sup>st</sup> reading) (Community Development)**

The City of Astoria adopted the Astor West Urban Renewal Plan (the "Plan") in December 2002, (Ordinance #02-18). The Plan contains projects which were and are intended to assist in stimulating growth in the Urban Renewal Area (the "Area"). As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east-west traffic towards Marine Drive. In addition, water and sewer lines have been rerouted above the street. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall. The results of the study concluded that is indeed feasible. Based on the results, the Public Works Department prepared an "order of magnitude" cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

In March 2016, the Astoria Development Commission (ADC) directed staff to initiate a plan amendment study for the Astor West URA. In August 2016, the ADC received an update from city staff and reviewed a potential list of projects to fund to support the amended boundary while meeting the objectives of the original urban renewal district. In addition to the street aspect, there are underinvested residential properties that potentially need assistance (i.e., grants/loans/technical assistance) to renovate and preserve as affordable housing, which is another FY 15-16 Council Goal. Staff has met with the Community Action Team about a targeted pilot program that would offer some form of assistance to qualified property owners to renovate multi-family buildings while still meeting Development Code design requirements.

The proposed amendment to the Plan would expand the Area to include right of way as well as city owned land to widen Bond Street and permit the use of urban renewal funds for the new projects to be added in the Plan as identified in Table 11 of the Report Accompanying the Amendment. The proposed Amendment requires an Ordinance to implement the changes. The ordinance (Attachment A) adopting the Amendment requires the City Council to make certain findings, which are listed in the after the "Whereas" paragraph. These findings are based on various documents and events. It should be noted that there are portions of the draft ordinance which will be adjusted for the second reading, based upon any testimony received from any governing body of affected taxing districts. Additionally, a metes and bounds description will be added to Attachment B prior to the second reading. It is recommended that Council conduct the public hearing and hold the first reading of the ordinance.

**Item 6(b): Resolution Amending Fee Schedule for the Astoria Aquatic Center (Parks)**

The Astoria Aquatic Center partners with the Astoria School District and the North Coast Swim Club to provide space within the lap pool for their youth swim team members to practice. The Astoria Aquatic Center's current lane rental fee is \$25.00 per lane per hour; however, with daily practices lasting several hours, neither the Astoria School District nor the North Coast Swim Club can afford the \$25.00 per hour rate. It is proposed an additional lane rental fee for youth swim teams to practice be added to the fee resolution in the amount of \$5.00 per lane per hour effective November 8, 2016, contingent upon the youth swim team renting lap-lane space for the purpose of practicing a minimum of 100 hours a year, and all participants purchasing a monthly or daily pass. Following this increase, it is proposed that the Youth Swim Team Lane Rental Fee be increased to \$10.00 per lane per hour effective November 1, 2017. A subsequent increase request will be brought to the City Council next year. It is recommended that Council authorize this fee schedule amendment in order to increase youth swim team's access to the Astoria Aquatic Center.

**Item 6(c): Aquatic Center Use Agreement between Tongue Point Job Corps Center and the City of Astoria (Parks)**

The mission of the Astoria Parks and Recreation Department is to provide lifelong learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities

that inspire and bring neighbors together. The Tongue Point Job Corps Center also understands the benefits of recreation for youth and adolescents; therefore, they have contacted the City of Astoria's Parks and Recreation Department to partner in increasing access to the Astoria Aquatic Center for its students. In order to accommodate the Tongue Point Job Corps Center's use of the Aquatic Center, a Pool Use Agreement has been drafted and approved by the City Attorney that provides the students' admission to the Astoria Aquatic Center without charge. In return, the Tongue Point Job Corps Center will pay the City of Astoria the "youth drop-in" admission cost for each service rendered on a quarterly basis. It is recommended that Council authorize the Pool Use Agreement with the Tongue Point Job Corps Center.

**Item 6(d): Consultant Services – Library Roof Replacement (Library)**

On February 19, 2016 McBride Architecture provided the City of Astoria an evaluation of the current Library Roof and Mechanical Systems. The findings suggest an overwhelming need to replace the current roof. The City Council approved \$280,000 for roof replacement in the adopted budget beginning July 1, 2016. Library Director Jimmy Pearson, in consultation with Public Works Director Ken Cook, requested and received an updated proposal from McBride Architecture for management of the project. The amount for these services is \$17,900. McBride will manage the project to include budgeting, develop all documents for bidding and provide construction documentation. Please refer to the full proposal for further details. As recommended by the consultant, the project would need to be bid in February/March of 2017 for a target of May 2017 for construction and completion. It is anticipated that the authorization to bid will be brought to Council in early 2017 with funds available in the Capital Improvement Fund. McBride Architecture was previously engaged by the City for replacement of the City Hall roof in 2009. It is recommended that Council authorize the Contract for Personal Services to initiate the Library Roof Replacement project.

**EXECUTIVE SESSION**

**Item 8(a): ORS 192.660(2)(h) – Legal Counsel**

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

**Item 8(b): ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees**

The City Council will meet in executive session to discuss a performance evaluation.

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

Councilors Present: Nemlowill, Warr, Price, Mayor LaMear, and Ward 2 is vacant.

Councilors Excused: None

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

## **REPORTS OF COUNCILORS**

**Item 3(a): Councilor Warr** had no reports.

**Item 3(b): Councilor Price** reported that she attended several sessions at the League of Oregon Cities Conference in Salem. At one of the sessions, Senator Johnson and three of her colleagues spoke about the prospects and challenges of getting a transportation package in 2017. The clear message was that if Oregon wants a transportation package, everyone must have some skin in the game. Nobody wants to pay for anything, but the list of projects totals more than \$15 billion. This list of projects was developed during the committee's statewide listening tour, which only came as close as Newport. The list includes road, marine, air, and rail projects. All members of the committee pleaded with those who attended the session to have robust discussions in their municipalities about what could be done locally and what each jurisdiction would expect from the State. She promised to help Senator Johnson schedule a meeting in the north coast area within the next couple of months. She hoped City Council would discuss transportation as well because it will become very important to Astoria over the coming years. She also reported that her next salonical was scheduled for Friday, October 7<sup>th</sup> at from 12:00 pm to 1:30 pm in the Waldorf Room at City Hall.

**Item 3(c): Councilor Nemlowill** reported that the League of Oregon Cities event was educational, fun, and thought provoking. She attended some classes on leadership, growth, innovative character compatible housing, and economic development. Most importantly, she attended a workshop that reaffirmed her desire to make community visioning and strategic planning a top priority for Astoria. She read the following quote by Michael Gara, former Town Manager of Bridgewater, Nova Scotia, Canada: "If you don't know what you want to be, then you have no control over what you'll end up being. You won't know until it's too late if you like how you've turned out."

**Item 3(d): Mayor LaMear** reported that City Council always picks up a great deal of information at the League of Oregon Cities Conference. She most enjoyed the session that discussed legislative priorities for 2017. The legislature has some big issues to handle, including the transportation package, Public Employees Retirement System (PERS), and comprehensive property tax reforms.

**CHANGES TO AGENDA:** There were no changes.

Mayor LaMear presented Alana Garner with a certificate honoring Ms. Garner for her service and devotion as Executive Director of the Astoria Downtown Historic District Association (ADHDA). She proclaimed October 4, 2016 as Alana Garner Day.

Alana Garner thanked City Council and said her three years with the ADHDA had been a wonderful experience. She would be moving to La Grande, Oregon to get her Master's Degree in historic preservation and economic development. It was a pleasure working with the Councilors and the City.

## PRESENTATIONS

### Item 5(a) Update on Construction of New Aerial Fire Truck

Fire Chief Ames gave a PowerPoint presentation on the status of the construction of the new aerial fire truck. He reviewed the work done during each week of construction and described several components of the truck and its equipment. He answered questions about the color of the truck and noted that Staff chose the nicest and least expensive color.

Councilor Nemlowill acknowledged and thanked Chief Ames for facilitating this project.

Councilor Warr said he saw a brand new pumper truck in town about a week ago. He asked if the truck was in Astoria for training purposes. Chief Ames said no, the pumper truck was a demonstration truck on tour along the coast to show municipalities what the manufacturer has available.

Celia Davis asked what aspects of the new truck were unique to Astoria's needs. Chief Ames said the truck has a dual axle rear end and two sets of stabilizing jacks instead of a tripod to accommodate stopping on hills.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

6(a) City Council Minutes of 9/6/16

**6(b) Finance Department Status Report**

6(c) Fire Department Status Report

6(d) Spur 14 Waterline – Revised Contract Amendment for Construction Engineering Services (Public Works)

6(e) 16<sup>th</sup> Street CSO Separation Project – Payment Adjustment No. 6 (Public Works)

6(f) Authorization to Award Contract to ArborPro, Inc., for Tree Inventory and Condition Services in Astoria Parks and Open Spaces (Parks)

Councilor Price requested that Item 6(b) be removed for further discussion.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Nemlowill, to approve Items 6(a), (c), (d), (e), and (f) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None. Ward 2 is vacant.

### Item 6(b): Finance Department Status Report

Councilor Price confirmed that the 13 Occupational Safety and Health Administration (OSHA) Injury Reports had been filed within the calendar year.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Warr, to approve Item 6(b) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None. Ward 2 is vacant.

## REGULAR AGENDA ITEMS

### Item 7(a): Liquor License Application from Michael Cameron-Lattek, doing business as Street 14 Café, Located at 1410 Commercial Street, for an Additional Privilege for an Off-Premises Sales License (Finance)

A Liquor License Application has been filed by Michael Cameron-Lattek, doing business as Street 14 Café, Located at 1410 Commercial Street, Astoria. The application is for an Additional Privilege for an Off-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval of the application.



Councilor Nemlowill recused herself from voting because the Applicant is a client of her family's business, Fort George Brewery.

Mayor LaMear confirmed there were no public comments.

**City Council Action:** Motion made by Councilor Price , seconded by Councilor Warr, to approve the Liquor License Application by Michael Cameron-Lattek, dba Street 14 Cafe. Motion carried unanimously. Ayes: Councilors Price, Warr, and Mayor LaMear; Nays: None. Ward 2 is vacant.

**Item 7(b): Ordinance No. 16-06 Readopting Local Fuel Tax (2<sup>nd</sup> Reading and Adoption) (Finance)**

This proposed ordinance received its first reading at the September 19, 2016 City Council meeting. Ordinance No. 07-02, which was adopted August 20, 2007, pertains to the provision for administration, enforcement and collection of three cents per gallon business license tax on motor vehicle fuel dealers. The use of tax revenue is for the construction, reconstruction, improvement, repair, maintenance, operation and use of City owned roads and streets within the City of Astoria, roads and streets for which the City is contractually or legally obligated to operate and maintain, or roads and streets for which the City has accepted responsibility under intergovernmental agreement. The City of Astoria and the City of Warrenton adopted three cents per gallon business license tax ordinances at the same time and both will sunset in 2017, unless re-adopted. Astoria and Warrenton desire to continue the road tax for road maintenance by readopting their respective ordinances. The City of Astoria has an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for the collection and administration of the City's fuel tax which was amended in May, 2016 to coincide with City of Warrenton's IGA ending September, 2016. Both Agreements have been extended through September 30, 2021. It is advantageous to have the ordinance renewal coincide with the timeline for the IGA with ODOT and early re-adoption by both Councils is being sought. City Attorney Henningsgaard prepared the attached re-adoption ordinance. It is recommended that the City Council hold the second reading and adopt the proposed ordinance re-adopting a motor vehicle fuel tax.

Director Brooks conducted the second reading of the ordinance.

Mayor LaMear confirmed there were no public comments.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Price to adopt the ordinance re-adopting a motor vehicle fuel tax. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None. Ward 2 is vacant.

**Item 7(c): Resolution No. 16-19 Declaring a Vacancy for the Position of Councilor, Ward 2 (City Council)**

Drew Herzig was elected to the position of Councilor Ward 2 for a four year term expiring on December 31, 2016. Mr. Herzig has submitted his resignation as Councilor of Ward 2 effective September 13, 2016. Pursuant to Astoria City Charter Sections 4.8 and 4.9, the Astoria City Council may appoint an individual to the position or declare that a vacancy exists in the position of Councilor, Ward 2 and that said vacancy will be filled at the next available election, November 8, 2016. It is recommended that Council either determine to make an appointment or consider the attached resolution stating the vacancy will be filled at the next available election, November 8, 2016.

Councilor Price believed Tom Brownson should be appointed immediately because he was running unopposed for the position and had demonstrated a willingness and commitment to serve.

**City Council Action:** Motion made by Councilor Price to appoint Tom Brownson to the vacant Ward 2 City Council seat and immediately administer the Oath of Office. Motion died for lack of a second.

Councilor Warr said in the past, City Council had always decided to wait for the next election to fill vacancies. He believed this would be the best course of action. Councilor Nemlowill agreed.

Councilor Price wanted to know why Councilors Warr and Nemlowill disagreed with her. The candidate is present, he is running unopposed, and City Council cannot move forward with a full Council.

Councilor Nemlowill stated she did not believe there was any urgency. City Council is well aware of Staff's time and it is not necessary to bring on a new Councilor before January. Staff takes time to give new Councilors tours and educate them about the various departments and she did not believe this was urgent.

Councilor Price said she and Councilor Nemlowill took their tours in November and this year's tour could be postponed until after the November election so that the Ward 4 representative could tour at the same time. She asked if the City Manager considered it a burden on Staff time to fill the seat now. City Manager Estes responded that was a City Council issue.

**City Council Action:** Motion made Councilor Warr, seconded by Councilor Nemlowill to adopt the resolution stating the vacancy will be filled at the next available election, November 8, 2016. Motion carried 3 to 1. Ayes: Councilors Warr, Nemlowill, and Mayor LaMear; Nays: Councilor Price. Ward 2 is vacant.

**Item 7(d): Parklet Proposal (Community Development)**

On August 3, 2015, Council unanimously approved the launch of the Parklet Pilot Program. City staff has received an application from a business owner regarding the potential of a "parklet" to be located within a designated, on street parking space in downtown Astoria. The application and supporting documents are attached. A parklet will facilitate the use of public space for small, outdoor, commercial spaces in the street rights of way adjacent to storefront locations. In many cities that permit this activity, the street becomes an activated and inviting community space. In downtowns or older commercial areas where public space might be underutilized, parklets are an urban design tool to provide more outdoor seating, landscaping, and to inject more activity into the streetscape. Since parklets involve the private use of a public right of way, City staff (including ADHDA) has drawn on work done in other cities, including Sacramento and Portland, to develop and adapt several policies which were adopted by Council August 3, 2015. The ADHDA Executive Director and Board President reviewed the revised proposal and reiterated their support. As a reminder, once a property owner proposes a parklet project, staff would review the project and then present the proposal with a recommendation to the City Council for final approval. It is recommended that Council approve the proposed parklet with the conditions contained in the memorandum.

City Planner Nancy Ferber reminded that this Parklet Program is in the pilot stage, so the policy could still be changed as needed. She displayed a timeline of the project and gave a brief history of the proposal. She gave a detailed description of the proposed parklet area, noting the City's design and installation requirements and features of the proposed parklet.

Councilor Nemlowill asked why the Applicant was willing to give up a parking space in front of his business.

Jim Defeo, Astoria Coffee House, said he believed there were a lot of parking spaces in town and he rents seven parking spaces for his customers.

Mayor LaMear said she has seen quite a few parklets in other areas and most of them have a platform with tables and chairs. This proposed parklet looks very different.

Mr. Defeo noted there would be some built in benches and room to add tables.

Councilor Price stated the parklet has been available for viewing for several weeks. This is great for a pilot project because of the different elements this parklet contains. People can see how the various elements react in the weather. She appreciated the reclaimed wood and believed the bench looked interesting because it resembled the benches that were stolen from the former Safeway site.

Mayor LaMear confirmed the Applicant had the option to include tables and called for public comments.

Jeff Daly said he helped design the parklet, which will be seven feet deep and built within the confines of the parking spots. The flooring will be made of recycled plastic water bottles with a row of black tiles separating the flooring from the curb. Tables may be added. The bench is a pier from underneath the 14<sup>th</sup> Street Dock. After the installation is complete, improvements and additions can be made. As part of this pilot program, he was looking for involvement from the City and the public about what works and what does not work. He has worked

with the ADHDA and City planners to develop this concept and see how it works. The community can learn from this project to establish a great program. He noted that all of the wood and some of the copper is recycled. The concept was to utilize free materials. The materials are finished with water resistant products so the colors will not fade. Mr. Defeo will maintain the parklet, so there will be no expense to the City. He believed the parklet would be exactly as Michelle Reeves described, a place that gives people the opportunity to discover the businesses on the street and allows people to socialize. He believed the parklet would be a great addition to the City and he hoped to see more.

Mayor LaMear asked if the benches would only face one direction. Mr. Daily confirmed the benches would face the curb. The four-foot tall retaining wall would protect people in the parklet from vehicle traffic. Everything will be modular so they can be quickly and easily be removed at any time for any reason. He believed the agenda packet included about 150 signatures from people who supported this concept. Everyone he has spoken to has been enthusiastic about the parklet. San Francisco has parking issues, but also has parklets that bring people together and make neighborhoods more unified. This was his goal, to get people downtown during the day and night to celebrate the local businesses.

Mayor LaMear said she supported parklets, but she had never seen one like the one being proposed. Mr. Daily said most parklets use painted materials, but the guidelines in this pilot program requests that recycled materials be used.

Mayor LaMear asked if parklets in other areas had limited widths. Mr. Daily said yes, a parklet takes up one parking spot, which is approximately 18 feet by 7 feet. This parklet will not take up that entire space, so there will still be plenty of clearance.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Warr to approve the proposed parklet with the conditions contained in the memorandum. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None. Ward 2 is vacant.

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

There was none.

City Council recessed to convene the Astoria Development Commission meeting at 7:43 pm. The City Council meeting reconvened at 8:01 and went into Executive Session.

#### **EXECUTIVE SESSION**

**Item 9(a): ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees**

The City Council will meet in Executive Session to discuss a performance evaluation.

**Item 9(b): ORS 192.660(2)(d) – Labor Negotiation Consultations**

The City Council will meet in Executive Session to consult with members of its labor contract negotiating team.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:05 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

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

Councilors Present: Nemlowill, Warr, Price, Mayor LaMear, and Ward 2 vacant.

Councilors Excused: None

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

The new Library Director, Jimmy Pearson, briefly introduced himself.

## REPORTS OF COUNCILORS

**Item 3(a): Councilor Warr** had no report.

**Item 3(b): Councilor Price** reported that she attended the Economic Development Strategy meeting. She reminded that October 18<sup>th</sup> was the last day to register to vote. She was happy to see so many people prepare for the recent storm. Her salonical the previous week was a bit bigger than her last salonical. Many real estate professionals attended to learn about the Community Development Director's projects. Attendees also requested the City do a better job of getting information to the public. She believed Staff was trying very hard and she was glad the Community Development Department now had a Facebook page. She did not know what more the City could do to provide notices to people. She suggested Staff collect email addresses or put a blog on the City's website. She planned to ask Staff to provide updates about projects that residents might not be aware of, like the library, which has not been discussed by Council since July. She wanted the City to update people more regularly, especially on projects the public has been involved in. Her salonical also included an hour-long discussion about the proposed amendments to the Development Code. There will be a work session on Wednesday, October 19<sup>th</sup> at 6:30 pm in Council Chambers to discuss the amendments on accessory dwelling units and tiny homes. People at the salonical had the same concerns that Councilors have and wanted to know what needs these amendments would address. Some people believed the amendments would place the burden to resolve the housing issue in Astoria on old established neighborhoods. She hoped everyone interested would attend the Planning Commission's work session to share thoughts, ideas, and concerns. This is an important and detailed issue.

**Item 3(c): Councilor Nemlowill** reported she was glad Director Pearson has come to Astoria. She said she felt good about the upcoming local election and the candidates for City Council and she looked forward to working with the newly elected officials.

**Item 3(d): Mayor LaMear** reported that she attended a luncheon on the Coast Guard Cutter Alert. The Alert will be dry docked in Seattle for two months, during which time half of the crew will be in Astoria providing volunteer services to the City. The crew will provide 200 man-hours per week and she has tasked Director Cosby with making sure the City utilizes the crews' services. The Coast Guard has done so many wonderful things in the community. She believed the *Daily Astorian* needed to publish an article about all of the volunteerism that the Coast Guard has provided. She also attended Vintage Hardware's grand opening. The hardware store recently moved from Englund Marine to the former Bargains Galore site on Marine Drive next to Sears. Vintage Hardware sells windows, doors, and all kinds of hardware. She encouraged everyone to see what they have done at the new location.

**CHANGES TO AGENDA** – No changes.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 9/19/16
- 5(b) Boards and Commission Minutes
  - (1) Historic Landmarks Commission Meeting of 8/16/16
  - (2) Planning Commission Meeting of 7/26/16
  - (3) Planning Commission Meeting of 8/2/16
- 5(c) 17<sup>th</sup> Street Dock Division of State Lands (DSL) Lease Renewal (Public Works)
- 5(d) Accept Grant from Oregon State Parks and Recreation Department to Support Site-Specific Park Plan at Shively and McClure Parks (Parks)

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

**REGULAR AGENDA ITEMS**

- Item 6(a): Cancellation of Public Hearing for Plan Amendment: Article 3 Accessory Dwelling Units (Community Development)**
- Item 6(b): Cancellation of Public Hearing for Plan Amendment: Article 9 Administrative Procedures (Community Development)**

A public hearing notice for the October 17, 2016 City Council meeting regarding two separate Astoria Development Code amendment applications was mailed anticipating the Planning Commission's review would be complete in time for this October 17th meeting; however, the hearing remains open at the Planning Commission. These City Council hearings will be rescheduled after the Astoria Planning Commission has made a recommendation. Any required mailed notices and newspaper notice will be provided once the hearing date has been set. The Astoria Planning Commission will hold a work session for further discussion on A16-02 - Article 3: Accessory Dwelling Units on Wednesday, October 19, 2016 at 6:30 p.m. in the Council Chambers and will continue the discussion at their regular meeting on October 25, 2016 at 6:30 p.m. in the Council Chambers. No action is required by the City Council; however, the items had to be listed on the Council agenda since the public notice was provided.

- Item 6(c): 50<sup>th</sup> Street Trestle Repair Project – Authorization to Award Construction Contract (Public Works)**

OBEC Consulting Engineers recently completed an inspection of the trestles and track associated with the City owned railroad right-of-way to determine condition and repair priorities. As part of this effort, timber trestles east of 39th Street were inspected to ensure appropriate repairs could be made to facilitate continued use of the River Trail. The inspection found that a number of structural members supporting the River Trail walkway over the 50th Street Trestle need immediate replacement. The City coordinated with OBEC to develop a scope of work for the needed repairs. Staff used the informal Request for Quotes (RFQ) process since the work was estimated to cost less than \$100,000. The following competitive quotes for the project have been received:

<u>Contractor</u>	<u>Total Quote</u>
Columbia Dockworks	\$14,588
Mark Baldwin Construction	\$27,800
Bergerson Construction	\$31,446

Funding for this project is available in the Riverwalk – Trestles improvement budget of the Promote Astoria Fund. Additional trestle repairs will be required prior to trolley operation in 2017. The contract has been approved as-to-form by the City Attorney. It is recommended that Council authorize the award of a construction contract to Columbia Dockworks, Inc., in the amount of \$14,588 for the 50th Street Trestle Repair Project.

Councilor Price asked if the City always had to accept the lowest bid. City Manager Estes explained that the purchasing code language provides a way to implement scoring criteria in their Request for Proposals (RFP). This approach was used when the Parks Department completed its tree inventory, for example. However, RFQs

do require the City to hire the lowest bidder, but the quote must include everything the City has asked for. The City can also request sole sourcing of a contractor.

Councilor Price asked if City Council had ever considered giving extra weight to local contractors. City Manager Estes said this has been discussed several times over the years. Many times, the City would be unable to get the products and services it needed and prices could be a factor. Councilor Price noted that Council and Staff were trying to promote economic development by supporting local businesses.

Mayor LaMear stated she was concerned because Columbia Dockworks bid was about half of the other bids. Assistant City Engineer Crater said he had the same concern and contacted Columbia Dockworks to make sure their RFQ was not missing something. He reviewed the project with the company and confirmed that they understood the scope of work. He discussed the company's methods and learned they have done this work before. He did not have any concerns. All three of the firms that submitted RFQs for this project are local companies. Staff can distribute RFQs to contractors that the City has relationships with and Staff does consider local contractors. He confirmed that Columbia Dockworks has worked for the City before under the name of Tidewater.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Price to authorize the award of a construction contract to Columbia Dockworks, Inc., in the amount of \$14,588 for the 50th Street Trestle Repair Project. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

**Item 6(d): 2017 Trolley Trestle Repair Project – Contract for Design Services (Public Works)**

The City of Astoria has approximately 4.7 miles of railroad track and eight timber trestles formerly owned and operated by Burlington Northern Railroad from the Port of Astoria to Tongue Point. The Astoria Riverfront Trolley currently operates on approximately three miles of this track and over four of the trestles. The Trolley provides passenger service from Portway Street to 39th Street. Due to the age of the railroad infrastructure, the effort required to maintain the track and structures has been increasing rapidly. This year OBEC Consulting Engineers inspected the trestles and track to identify condition and determine repair priorities. At the July 18, 2016 Council Meeting, City staff presented three options for managing the maintenance needs of the Trolley and River Trail infrastructure. Council approved a hybrid approach, which focuses available funding resources on maintaining the structures and track west of 39th Street (active rail) and provides minimal repairs and more frequent inspection to ensure safe operation of the River Trail east of 39th Street. Immediate maintenance needs for the trestles and track will need to be addressed prior to Trolley operation in 2017. OBEC provided a design services proposal to assist the City with completion of this maintenance work. Their scope of work includes design, permit review, bid support and construction assistance. This work is proposed to be completed for the not-to-exceed amount of \$23,122. The immediate maintenance needs, including trestles and track repair, are estimated at around \$320,000 for the 2016-2017 Fiscal Year. Staff recommends funding the immediate repairs using the Promote Astoria Fund. The City Attorney has reviewed the contract and approved it as to form. It is recommended that Council authorize award of a Personal Services Contract to OBEC Consulting Engineers in the amount of \$23,122 for design services for the 2017 Trolley Trestle Repair Project.

City Manager Estes stated ongoing repairs would be needed over the next ten years, so the City has begun to discuss sharing the costs of these repairs with the Riverfront Trolley Association. While funding is currently available for the design services, a budget amendment would need to be approved prior to authorizing a construction contract.

Mayor LaMear asked if Staff had any idea how much the construction would cost. Staff responded costs would be approximately \$320,000. A supplemental budget would need to be approved through a public hearing so the funds could be re-appropriated to the correct line item within the Promote Astoria Fund. Staff confirmed this would not reduce funding for other projects, but would reduce the Ending Fund Balance carried forward into the next fiscal year.

Councilor Price asked if the landowners along the Riverwalk in that area could be inspired to assist. City Manager Estes said many of the waterfront businesses are already maintaining their own docks. The areas north of the trolley trestle are private properties.

Mayor LaMear asked if the trolley would need to be shut down during construction. City Manager Estes explained that this work must be completed in order for the trolley to operate in 2017. Construction work will be scheduled during the trolley's off-season.

Councilor Nemlowill said over the summer, ODOT had threatened to close the trestles if emergency repairs were not completed. Staff did some patchwork, but she wanted to know where the City stood with ODOT. She also wanted to know if ODOT would be satisfied if City Council approves this contract and continues to move forward with the necessary repairs. City Manager Estes clarified that ODOT was concerned about the street-ends, not the trolley trestle. Work on the street-ends is currently ongoing. ODOT refrained from shutting down the trolley at those street-ends because the City moved quickly and continued to conduct frequent inspections of the street-ends. The contract being considered now is for work on areas in between the street-ends.

Councilor Nemlowill understood this was a tough pill to swallow, but the Riverwalk is of the utmost priority. City Council has no other choice but to award the contract. City Manager Estes added that the street-end repairs were paid for out of the Capital Improvement Fund.

Councilor Nemlowill believed Promote Astoria Funds were a very appropriate use to keep the trolley going.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Warr to authorize award of a Personal Services Contract to OBEC Consulting Engineers in the amount of \$23,122 for design services for the 2017 Trolley Trestle Repair Project. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

**Item 6(e): Agreement for City Attorney Legal Services (City Council)**

On September 6, 2016, an item regarding City Attorney Legal Services was deferred to a subsequent meeting, as Attorney Henningsgaard was unable to attend. The provisions contained in the agreement for legal services between Blair Henningsgaard and the City of Astoria remains unchanged from what was included in the September 6th packet. The agreement replaces the Legal Services agreement dated December 20, 2010. The compensation section includes an annual increase of \$3,000, from \$84,000 to \$87,000, for routine services, and non-routine matters will increase \$10 per hour from \$180 per hour to \$190 per hour. No other changes are contained in this agreement. The effective date is August 1, 2016. The Fiscal Year 2016-2017 budget includes a budget of \$87,000 for legal services in the City Attorney department of the General Fund. It is recommended that Council consider approval of the revised agreement.

Councilor Price stated she did not see that the nondiscrimination clause had been included and asked if it belonged in a legal services agreement. City Attorney Henningsgaard said ethical rules require him to refrain from discriminating, but the clause could still be added to the agreement.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Nemlowill, to approve the revised agreement for legal services. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

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

There was none.

Mayor LaMear recessed the regular City Council meeting to convene the Executive Session at 7:29 pm. Subsequent to that action, the Mayor reopened the Regular Session for additional discussion at 7:30 pm.

Mayor LaMear asked City Council to consider scheduling a special meeting in October or November to discuss the Quarterly Funding Report.

Councilor Price reminded that at their September 6<sup>th</sup> meeting, City Council had discussed scheduling a work session after the Quarterly Funding Report was published. The next fiscal year's budget is generally discussed beginning in February. However, she wanted the discussion to begin earlier so that staffing challenges, trestle repairs, labor negotiations, and other stresses on the budget could be addressed. She wanted City Council to think of creative ways to invest in Staff next year. When she asked about this in September, all of the Councilors nodded yes to a work session. Therefore, she wanted to set a date.

Councilor Nemlowill asked what kind of timeline Staff usually needed to create a budget. City Manager Estes explained that he has been working with the Finance and Parks Departments to review the current budget for the Parks Department because maintaining the current level of service will trigger an end-of-year fund balance transfer, even though additional funds were allocated when the budget was approved. The Parks Master Plan identifies priorities and funding options that would allow services to continue or expand. However, Director Cosby is also in the process of determining what needs to be cut from the budget so the Department can operate within its means. This will be ready to discuss in November and Staff would like to get the information to City Council as soon as possible. He believed the current year's budget needed to be resolved before discussing the next fiscal year. Staff usually begins developing a budget for the next fiscal year in December by estimating future tax revenues.

Councilor Warr said City Council only has three employees, the City Attorney, the Municipal Court Judge, and the City Manager. Staffing is a function of the City Manager and it would be a disservice to him if Council starts encroaching into his realm. City Manager Estes' Staff does not work for City Council.

Councilor Price agreed, but said she also believed that as policy makers, City Council has a responsibility to be diligent when allocating the taxpayer's dollars. City Council should brainstorm to help make sure the City has enough Staff to provide quality services or let their constituents know that the fiscal reality is that the City will be unable to do some of the things it has done before. Staff is already thinking about this issue, so she believed it would be useful to bring City Council into the discussion early.

Councilor Warr stated he wanted City Council to be very conscience about the difference between policy and micromanagement. Councilor Price agreed.

Councilor Nemlowill said she supported a goal setting session in January. She believed the goal setting worked well when each department head presented their department's goals and upcoming projects. The presentations inform City Council and it is important for Council to discuss priorities. Money is scarce and she preferred to discuss the issues in January.

Mayor LaMear said she believed City Council should wait until after the election so the new Councilors can state what they believe is important.

Councilor Price reminded that City Council does not make decisions in work sessions and goal setting is very dependent on money. She just wanted to start discussions early so that Council could get a head start because the next fiscal year will be difficult. However, she would accept the will of the Council.

Mayor LaMear agreed it was very important for Council to hear from each department head. Goal setting allows Council to learn about each department's priorities and what they could do without if the budget had to be cut. She confirmed that the consensus of Council was to wait until January.

Mayor LaMear recessed the regular City Council meeting to convene the Executive Session at 7:43 pm.

## **EXECUTIVE SESSION**

### **Item 8(a): ORS192.660(2)(i) – Performance Evaluations of Public Officers and Employees**

The City Council will meet in Executive Session to discuss a performance evaluation.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:43 pm.

**ATTEST:**

**APPROVED:**

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Finance Director

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City Manager





CITY OF ASTORIA  
POLICE DEPARTMENT

October 21, 2016

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO PURCHASE VEHICLE FOR POLICE DEPARTMENT

**DISCUSSION/ANALYSIS**

As part of the Fiscal Year 2016-17 budget, the Astoria Police had requested budgetary resources to purchase one vehicle this fiscal year. That request was part of the approved budget. This vehicle will replace a 2011 Chevy Tahoe 2WD Police Pursuit Vehicle (PPV). The vehicle has 110,429 miles.

Staff obtained prices on a 2017 Ford Police Interceptor Utility. Prices were obtained using the state cooperative purchasing program. Gresham Ford, provided a quote of \$29,058.63. This price includes features added by Ford Motor Company including pre-wiring for some of the lights and siren, and manufactured light housings that do not require custom work. These added items were recommended by our vehicle up-fitter to provide better value to the city while reducing time, material and labor costs when the vehicle is set up with emergency equipment. The Ford Police Interceptor will provide a slightly smaller interior and lower ride height than the Tahoe. It is an all wheel drive platform and not a four wheel drive platform. This provides both positive and negative traits in public safety usage. Staff has been looking at the Ford Police Interceptor Utility for several years and purchased one as part of the FY 2015-2016 budget. Due to vendor issues, the vehicle's deployment was delayed so there is no substantive feedback regarding its performance as applied to the Astoria Police Department.

The Ford Police Interceptor Utility was part of the testing processes conducted by the Los Angeles County Sheriff's Office and the Michigan State Police. These vehicle testing processes are the gold standard for police package testing. They include measured performance on a road course, acceleration, braking, ergonomics, and a detailed breakdown of vehicle attributes. The Ford Police Interceptor Utility and the Chevy Tahoe PPV are comparable vehicles in most aspects of performance. Ergonomics/Comfort is the one area that the Tahoe platform is far and above every other police vehicle tested by either process. The Police Interceptor Utility rates well, the Tahoe is considerably above all other vehicles.

For several years the industry rumor mill indicated that GM would be discontinuing the Tahoe as a police vehicle. Staff had been keeping a keen eye on vehicle testing, driving other agencies Ford Police Interceptor Utilities, attending trade events, and using every opportunity to examine the Ford SUV. In 2015 GM made several changes to the Tahoe PPV that increased miles per gallon and some features that delayed the decision to move away from the Tahoe PPV. The pricing trend of the Tahoe PPV is troubling. Given the price savings of nearly \$10,000 between the two vehicles, staff cannot justify staying with the Tahoe PPV and recommends continuing with the purchase of the 2017 Ford Police Interceptor Utility.

This item was included in the FY16-17 budget as a lease payment on new public safety vehicle. The Finance Department has budgeted spreading the purchase and set up of vehicles over two years. This amount is included in the adopted budget. A separate authorization will subsequently be requested for set up and equipment for the vehicles. If approved the vehicle acquisition and set up is expected to take approximately 3 months before it is deployed.

### **RECOMMENDATION**

It is recommended that City Council approve the purchase of a 2017 Ford Police Interceptor Utility from Gresham Ford.



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Eric Halverson  
Deputy Chief of Police



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

Date October 31, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: FY 2016-2017 EXCHANGE SERVER and PUBLIC SAFETY SERVER REPLACEMENTS

**DISCUSSION/ANALYSIS**

iFocus Consulting, Inc. made recommendations for the FY 16-17 budget to replace two of the City of Astoria's server platforms which have reached end-of-life, as follows:

- Exchange Server which provides email services to all City Departments (initially installed in 2009)
- Hyper-V Server for Public Safety which hosts virtual environments providing the active directory, file and print services, application servers, SQL services, Anti-virus services and other programs and services (initially installed in 2010)


Replacement of both servers with cost-effective, manufacturer-supported hardware and software solutions provides operation flexibility for a 5-year time frame, maintains and enhances existing capabilities for software solutions, provides flexibility for future storage solutions and applications and provides operational continuity, compatibility and flexibility across hardware and software solutions with manufacturer supported infrastructure required to process critical information for City operations and systems.

Server Replacement analysis for both quotes along with Quote # 10253 in the amount of \$ 35,574.21 for the Exchange Server replacement and Quote # 10254 in the amount of \$ 22,118.00 for the Hyper-V Server for Public Safety replacement are attached to provide additional information and detail for your review and consideration.

Funding for both projects are included in the Fiscal Year 2016-2017 Capital Improvement budget for iFocus Recommended Expenditures.

**RECOMMENDATION**

It is recommended that Council approve the purchases and replacement as proposed by iFOCUS.

By:   
Susan Brooks, CPA  
Director of Finance & Administrative Services

# CITY OF ASTORIA

## FY2016-2017 SERVER REPLACEMENT

Prepared by iFocus Consulting, Inc.  
Analysis and Recommendations

### OVERVIEW

iFocus Consulting, Inc. made recommendations for the FY16-17 budget to replace two of City of Astoria's physical server platforms have reached end-of-life:

- (1) Exchange Server – Provides Microsoft Exchange 2007 email services to all City Departments. The Exchange 2007 software platform has also reached end-of-life and requires replacement.
- (2) Hyper-V Server (Public Safety) – Hosts virtual environments that provide Active Directory, File and Print Services, Application Servers, SQL Services, Anti-virus Services, and other miscellaneous services.

### Objectives

1. Replacement of end-of-life hardware with cost-effective, manufacturer-supported, and flexible hardware solutions equipped to operate for a 5-year time frame.
2. Replacement/Upgrade of end-of-life software with cost-effective, manufacturer-supported solutions and operating system environments in order to:
  - a. Maintain/Enhance existing capabilities of software using current Microsoft solutions
  - b. Provide flexibility for future pivot to cloud solutions or hybrid-cloud solutions.
  - c. Continue to operate on a similar time frame to the hardware solution.

### Hardware Solutions

iFocus assessed appropriately scaled server replacement platforms with comparable configurations from three major manufacturers: Dell, HP, and Lenovo (formerly IBM). All solutions included a 5-Yr manufacturer Warranty.

Model	Dell – PowerEdge R530	HP – DL380 G9 2U	Lenovo – X3650M5
Exchange Server Configuration	\$ 7,643	\$ 8,409	\$ 9,906
Hyper-V Server Configuration	\$ 11,315	\$ 11,910	\$ 14,287

Dell PowerEdge R530 Server platform is the recommended hardware solution based on price and Dell's proven reputation for product reliability and quality service.

### Software Solutions

For consistency, compatibility and flexibility, iFocus recommends upgrading existing Microsoft software solutions to meet outlined objectives. Microsoft Government Licensing is recommended for required Windows Server, Exchange Server, and SQL Server products.



**QUOTE**

DATE	QUOTE NO.
10/31/2016	00010253

<b>BILL To:</b>
City of Astoria Attn: Accounts Payable Department 1095 Duane Street Astoria, OR 97103

DATE	UNITS	DESCRIPTION	RATE	AMOUNT
		<b>Exchange Server Replacement</b>		
		<b>Required Hardware and Software\Licensing</b>		
10/31/2016	1	Hardware; Dell PowerEdge R530 2U Rackmount Server. Includes: Xeon 2620v4 CPU, 4x2TB NLSAS drives RAID 10, 64gb RAM, Redundant PSUs and 5 Yr MFG NBD Warranty.	\$7,643.00	\$7,643.00
10/31/2016	1	Software; Microsoft Windows Server 2016 Standard. Open Government License.	\$882.00	\$882.00
10/31/2016	1	Software; Microsoft Exchange 2016 Standard Edition. Open Government License.	\$689.00	\$689.00
10/31/2016	155	Software; Microsoft Exchange 2016 Standard CAL. Open Government License.	\$85.78	\$13,295.90
10/31/2016	1	Software; Microsoft SQL Server 2016 Standard Edition. Open Government License.	\$773.93	\$773.93
10/31/2016	2	Software; Microsoft SQL Server 2016 Standard Edition CAL.	\$172.69	\$345.38
10/31/2016	1	Software; VEEAM Backup Essentials Enterprise Edition software license (2 sockets). Required software for efficient backup of Virtual Server Environments. 20% annual reoccurring for license maintenance.	\$2,275.00	\$2,275.00
10/31/2016	1	Software; iGetMail POP3 connector software.	\$170.00	\$170.00
		<b>Labor Items</b>		
10/31/2016	1	Network Consulting; Labor includes two-stage migration of over 500+ GB of email,calendar, and contact data from end-of-life Exchange 2007 platform to Exchange 2016 VOSE on new server hardware. Migration will require configuration AD domain, Exchange 2010, and 2016 environments running on Windows VOSEs. Migration will also require upgrade and migration and re-integration of two 3rd-Party software suites providing service extensions to the Exchange platform. Extensive testing and QA will be performed in the new Exchange server environment prior to migrating users to the new system. End user	\$9,500.00	\$9,500.00
<i>Labor exceeding the scope of this project will be billed on an hourly basis. Notification will be given of any extra labor charges before additional services are performed. Prices Quoted Valid for 30 Days.</i>			<b>TOTAL AMOUNT:</b>	

Offered by: Marcus Handy

<b>Client Signature:</b>	<b>Date:</b>
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# QUOTE

DATE	QUOTE NO.
10/31/2016	00010253

<b>BILL To:</b>
City of Astoria Attn: Accounts Payable Department 1095 Duane Street Astoria, OR 97103

DATE	UNITS	DESCRIPTION	RATE	AMOUNT
		troubleshooting and Outlook configuration is included.  <b>Bill against code: 102 0000 740 6650</b>		
<i>Labor exceeding the scope of this project will be billed on an hourly basis. Notification will be given of any extra labor charges before additional services are performed. Prices Quoted Valid for 30 Days.</i>			<b>TOTAL AMOUNT:</b>	\$35,574.21

Offered by: Marcus Handy

<b>Client Signature:</b>	<b>Date:</b>
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# QUOTE

DATE	QUOTE NO.
10/31/2016	00010254

<b>BILL To:</b>
<b>City of Astoria</b> <b>Attn: Accounts Payable Department</b> <b>1095 Duane Street</b> <b>Astoria, OR 97103</b>

DATE	UNITS	DESCRIPTION	RATE	AMOUNT
		<b>Hyper-V Server Replacement (Public Safety)</b>		
		<b>Required Hardware and Software\Licensing</b>		
10/31/2016	1	Hardware; Dell PowerEdge R530 2U Rackmount Server. Includes: Xeon 2620v4 CPU, 4x2TB NLSAS drives RAID 10, 64gb RAM, Redundant PSUs and 5 Yr MFG NBD Warranty.	\$11,315.00	\$11,315.00
10/31/2016	4	Software; Microsoft Windows Server 2016 Standard. Open Government License.	\$882.00	\$3,528.00
10/31/2016	1	Software; VEEAM Backup Essentials Enterprise Edition software license (2 sockets). Required software for efficient backup of Virtual Server Environments. 20% annual reoccurring for license maintenance.	\$2,275.00	\$2,275.00
		<b>Labor Items</b>		
10/31/2016	1	Network Consulting; Labor includes installation/configuration of Windows Server OSE and VOSEs on new server hardware, migration of VOSEs from existing to new server hardware, and installation/configuration of backup software. Also includes migration of remaining files and services from end-of-life public safety SAN to new server platform.	\$5,000.00	\$5,000.00
		<b>Bill against code: 102 0000 740 6650</b>		
<i>Labor exceeding the scope of this project will be billed on an hourly basis.            Notification will be given of any extra labor charges before additional services are performed.            Prices Quoted Valid for 30 Days.</i>			<b>TOTAL AMOUNT:</b>	<b>\$22,118.00</b>

Offered by: Marcus Handy

<b>Client Signature:</b>	<b>Date:</b>
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October 31, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO REQUEST QUALIFICATIONS TO PRODUCE  
SITE-SPECIFIC PARK PLAN AT SHIVELY AND MCCLURE PARKS

**DISCUSSION/ANALYSIS**

The Parks and Recreation Department's Comprehensive Master Plan recommends completing site-specific park plans at several locations. The process would allow the Department to plan for specific improvements and new development, as well as long term maintenance at each site. The plans would assess alternative options for improvements and new development, and recommend the best option. The planning process would involve input from the community, specify landscape features and park amenities to be developed or improved, and include cost estimates, funding strategies, and a timeframe for implementation.

It was recommended that site master plans for Shively Park and McClure Park be prioritized. During the community input process for the Parks and Recreation Comprehensive Master Plan, the public was asked to prioritize sites in need of master plans. Shively Park ranked as the community's highest priority and a need to balance the park's rich history with a low maintenance and accessible design that meets the community's needs. McClure Park ranked as the second highest priority for site master plans with the community. The Friends of McClure Park have been active in fundraising to make improvements and add amenities. A master plan for McClure Park would ensure that new development is supported by the community and Parks and Recreation Department and that it can be cared for and adequately maintained into the future.

The Oregon Parks and Recreation Department Local Government Grant Program provides Small Community Planning Grants to support site-specific park and outdoor recreation plans. These planning efforts target a specific site that has been identified in a system-wide park and recreation plan. Site-specific planning projects include public outreach and an analysis process that leads to a detailed plan for full development or redevelopment a park or other recreational-use site. The plan must address priorities identified in a system-wide or comprehensive plan. The planning process must include the adoption of the planning document through the local land use approval process.



The City of Astoria was awarded the Oregon Parks and Recreation Department Local Government Grant of \$40,000 to support funding site plans for Shively Park and McClure Park and approve the Local Government Grant Program Agreement. On October 17, 2016 City Council accepted the grant and committed the required 40% match, in the amount of \$16,000 cash budgeted in the Capital Improvement Fund and in-kind management and administration contribution of \$11,000. The tentative project timeline is as follows:

October, 2016: Notice to proceed from OPRD.  
December, 2016: Designation of a project manager and procurement of a consultant.  
January, 2017: Project kickoff, public notice of upcoming meeting dates.  
February, 2017: Initial public meeting to collect input.  
March, 2017: Development of design alternatives.  
April, 2017: Public meetings to collect input on design alternatives.  
May, 2017: Selection of preferred concepts for McClure and Shively Parks; development of implementation and funding strategy.  
June, 2017: Adoption of plan documents for McClure and Shively Park.

To stay on track with this tentative timeline, the Parks and Recreation Department seeks the City Council's authorization to request qualifications for a consultant or team of consultants specializing in community engagement, gathering, consolidating, and prioritizing community input, planning and landscape design and/or architecture. A selection panel comprised of Parks and Recreation Department staff, Community Development staff, neighbors of Shively Park, and a representative from the Friends of McClure Park will evaluate and rank each statement of qualifications submitted. The consultant will be evaluated and ranked based on proven experience, expertise, and technical merit for the requested services. After a preferred consultant is chosen, they will be asked to develop a project management plan, budget and schedule for the project. This scope of work will be negotiated with staff. If an acceptable plan, budget, schedule, and contract cannot be developed, the selection panel will meet and select another consultant from the original RFQ submittals and restart negotiations. Once a final scope is developed, the contract will be brought to Council for consideration.

### **RECOMMENDATION**

It is recommended that City Council authorize the Parks and Recreation Department to request qualifications to complete site-plans at Shively Park and McClure Park.

By:   
\_\_\_\_\_  
Angela Cosby  
Director of Parks & Recreation



## CITY OF ASTORIA

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**DATE: NOVEMBER 3, 2016**

**FROM: ANGELA COSBY, PARK AND RECREATION DIRECTOR**

**SUBJECT: REQUEST FOR QUALIFICATIONS TO PRODUCE SITE-SPECIFIC PARK PLANS FOR SHIVELY PARK AND MCCLURE PARK**

**DUE: NOVEMBER 28, 2016 AT 5:00 PM**

### **BACKGROUND**

Astoria, Oregon is located in the northwestern corner of Oregon at the mouth of the Columbia River, within a few miles of Pacific Ocean beaches. It has a population of 9,477. As the oldest American settlement west of the Rocky Mountains, Astoria has close historical ties to the Lewis & Clark Trail. In 1811, John Jacob Astor, a New York financier, sent fur traders to the area and the trading post of Fort Astoria was established. Surrounded on three sides by the Columbia, Young's, and Lewis & Clark Rivers, the steep hillsides of Astoria contain beautiful Victorian and Craftsman homes. Art galleries, restaurants, eclectic shops and the restored 1920's Liberty Theater reflect a revitalized, vibrant downtown. The City has constructed and has promoted a six mile River Walk, forested hiking trails, an aquatic center, numerous parks, boat moorages, the Columbia River Maritime Museum, the Astoria Riverfront Trolley and the Astoria Column. Just outside City limits are ocean beaches, Lewis & Clark National and State Historical Park, Fort Stevens State Park and multiple opportunities for the northwest outdoor experience including, fishing, hiking, surfing, boating, camping and beach exploration.

Adopted in July 2016 the City of Astoria Parks and Recreation Department's Comprehensive Master Plan recommends completing site-specific park plans at several locations. The process would allow the Department to plan for specific improvements and new development, as well as long term maintenance at each site.

It was recommended that site master plans for Shively Park and McClure Park be prioritized. During the community input process for the Parks and Recreation Comprehensive Master Plan, the public was asked to prioritize sites in need of master plans. Shively Park ranked as the community's highest priority and a need to balance the park's rich history with a low maintenance and accessible design that meets the community's needs. McClure Park ranked as the second highest priority for site master plans with the community. The Friends of McClure Park have been active in fundraising to make improvements and add amenities. A master plan for McClure Park would ensure that new development is supported by the community and Parks

and Recreation Department, and that it can be cared for and adequately maintained into the future.

The Oregon Parks and Recreation Department Local Government Grant Program provides Small Community Planning Grants to support site-specific park and outdoor recreation plans. These planning efforts target a specific site that has been identified in a system-wide park and recreation plan. Site-specific planning projects include public outreach and an analysis process that leads to a detailed plan for full development or redevelopment a park or other recreational-use site. The plan must address priorities identified in a system-wide or comprehensive plan. The planning process must include the adoption of the planning document through the local land use approval process.

The City of Astoria was awarded the Oregon Parks and Recreation Department Local Government Grant of \$40,000 to support funding site plans for Shively Park and McClure Park and approve the Local Government Grant Program Agreement. On October 17, 2016 City Council accepted the grant and committed the required 40% match, in the amount of \$16,000 cash budgeted in the Capital Improvement Fund and in-kind management and administration contribution of \$11,000.

## **GENERAL STATEMENT OF WORK**

The City of Astoria is seeking statements of qualifications from qualified professional park planners specializing in community based planning and park and recreation landscape design and/or architecture for individual site plans at McClure Park and Shively Park. The planning process would include an evaluation of the site conditions, a community visioning process, design alternatives for each site, community input on the design alternatives, the selection of a preferred concept for each site, an implementation strategy with cost estimates and funding sources, and adoption of the plans through the Parks and Recreation Advisory Board and City Council.

## **PROJECT TASKS**

The following tasks are envisioned by the City and will be modified as necessary during the scope and fee negotiation process once a qualified consultant team is selected:

### **1. Project kickoff, public notice of upcoming meeting dates.**

City will hire a consultant through a competitive selection process. City staff will compile background materials from its records and other appropriate sources for the consultant to review. The project manager and consultant will conduct an initial citywide tour of sites, business, and local parks, followed by a kick-off meeting at which time the consultant and city staff will outline and clarify the process and project objectives, as needed, based upon feedback from the group. Initial public meeting dates will be set and promotional material including flyers and press releases will be created and thoroughly distributed throughout the community and published in local newspapers.

## **2. Initial public meeting(s) to collect input.**

A collection of public meeting(s), workshops, online survey, stakeholder interviews, focus groups, department staff interviews, park pop-ups and tours maybe held to collect the community's wishes and future vision for Shively Park and McClure Park.

## **3. Development of design alternatives.**

Based on the community feedback received during the initial public engagement draft designs and design alternatives for Shively and McClure Park will be created.

## **4. Public meetings to collect input on design alternatives.**

Following the development of draft park designs and design alternatives a second round of public engagement will take place to test and make any needed refinements to the park designs and design alternatives.

## **5. Selection of preferred concepts for McClure Park and Shively Park; development of implementation and funding strategy.**

Once finalized park designs have been established an implementation and funding strategy will be created.

## **6. Adoption of plan documents for McClure and Shively Park.**

Based on the above results, the information will be presented to the Parks and Recreation Advisory Board and City Council for final adoption.

## **TENTATIVE PROJECT SCHEDULE**

Following is a general schedule of activities for the project:

<u>Task</u>	<u>Estimated Date</u>
Request for Qualifications 1 <sup>st</sup> Publication	November 8, 2016
Qualification statements due to City	November 28, 2016
Selection of design consultant team	December 1, 2016
Issue Notice to Proceed	December 20, 2016
Task 1: Project kickoff, public notice of upcoming meeting dates	January, 2017
Task 2: Initial public meeting(s) to collect input.	February, 2017
Task 3: Development of design alternatives.	March, 2017
Task 4: Public meetings to collect input on design alternatives.	April, 2017
Task 5: Final Plans, implementation and funding strategy.	May, 2017
Task 6: Adoption of plan documents.	June, 2017

## **PROJECT PARTNERS**

The project stakeholders identified to date include the following:

- Citizens of Astoria
- Astoria-Warrenton Chamber of Commerce
- Clatsop Community College

- Columbia Pacific Preservation Council (Historic Preservation Group)
- Clatsop County Historical Society
- Friends of McClure Park
- Neighbors of Shively Park
- Astoria Parks, Recreation, and Community Foundation
- City Departments

## QUALIFICATION STATEMENT REQUIREMENTS

The consultant is to provide adequate information that will render it qualified and capable of effectively accomplishing the project. Sealed qualifications (5 COPIES) must be received no later than **5:00 PM Monday, November 28, 2016** at the address below. Faxed or emailed submissions will not be accepted. Qualifications received after the appointed time will be returned unopened. Limit submittals to 10 pages or less, not including resumes. Items to be included in the each RFP are:

- Cover letter
- Descriptions and examples of proposed team members experience and knowledge with community outreach and analysis, park planning, and park design
- Experience and capabilities of proposed team members and specifically which team members will be working on the project, in what capacity, and their availability during the project schedule.
- Professional qualifications and references

## EVALUATION CRITERIA

The consultant will be evaluated and ranked based on proven experience, expertise, and technical merit for the requested services. Added consideration will be given to those applicants who have successfully completed similar projects in Astoria. After a consultant is chosen, they will be asked to develop a project management plan, budget and schedule for the project. If an acceptable plan, budget, schedule, and contract cannot be developed, the selection panel will meet and select another consultant from the original RFQ submittals and restart negotiations.

1	Demonstrated ability to engage the community, organize outreach activities, gather input from multiple stakeholders and obtain and analyze community feedback	40 Points
2	Demonstrated ability to successfully develop park plans and designs from information obtained through a community engagement process	40 Points
3	Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, and ability to meet schedules.	10 Points
4	Capacity and capability to perform the work within the time limitations.	10 Points
	<b>TOTAL</b>	<b>100 Points</b>

## **DELIVERY OF QUALIFICATION STATEMENTS**

Deliver five (5) hard copies of the qualification statement to:

Angela Cosby, Director  
City of Astoria  
Parks and Recreation Department  
1555 West Marine Drive  
Astoria, OR 97103

RE: RFQ to produce site-specific park plan for Shively Park and McClure Park

Any qualification statements received after the above specified time will not be considered.  
Electronic submittals will not be accepted.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest.


Address questions, comments or concerns regarding the project directly to Angela Cosby, Parks and Recreation Director at (503) 298-2460 or [acosby@astoria.or.us](mailto:acosby@astoria.or.us).



**CITY OF ASTORIA**  
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Date            October 30, 2016

**MEMORANDUM**

TO:            MAYOR AND CITY COUNCIL  
FROM:         BRETT ESTES, CITY MANAGER  
SUBJECT:     MEMORANDUM OF UNDERSTANDING  
                 FOR INDIGENT DEFENSE SERVICES


**DISCUSSION/ANALYSIS**

The City of Astoria, through its Municipal Court program, provides suitable counsel for an indigent defendant when requirements are met as required by ORS 135.050 (eligibility for court-appointed counsel) through a Memorandum of Understanding (MOU) with Attorney Jerry Widawski. The current agreement for Municipal Court indigent defense services has been in place since February 1, 2010, without changes to the scope of work or compensation level since initiated. Municipal Court Judge Kaino proposes an adjustment of the Indigent Defense Service MOU to reflect the current and anticipated caseloads. As more cases have been cited to Circuit Court, fewer trials are anticipated in Astoria Municipal Court. The attached agreement provides for compensation based on a rate of \$ 300 per defendant rather than a flat rate of \$ 1,400 per month. Funds have been budgeted for the current year based on the flat fee and it is anticipated the new agreement will be at less than or current level of budgeting approved.

An updated Memorandum of Understanding (MOU) between Jerry Widawski and the City of Astoria, for indigent defense services, is attached and would be effective December 1, 2016.

**RECOMMENDATION**

It is recommended that Council consider the revised agreement.

By:   
Susan Brooks, CPA  
Director of Finance & Administrative Services

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF ASTORIA, hereinafter referred to as "CITY", and JERRY WIDAWSKI, OSB #004465, 940 Astor Street, Suite 8, Astoria, Oregon 97103, hereinafter referred to as "Indigent Defense Attorney", for the provision of indigent defense legal representation services in the City of Astoria Municipal Court.

1. Indigent Defense Attorney agrees to provide legal representation services to indigent defendants in Municipal Court as assigned by the Municipal Court Judge.
2. The Municipal Court Judge shall assign no more than 60 indigent defense cases to the Indigent Defense Attorney in any one calendar year.
3. Cases will be docketed for Mondays, with jury trials and court trials. Indigent Defense Attorney will give these matters precedence in his schedule over District and Circuit Court matters, including in-custody trials and hearings. Indigent Defense Attorney will provide the Court Clerk with advance notice of any vacation times and other times of unavailability. The intent of the court is to resolve at least the same number of cases each month equal to the number of new cases appointed to the Indigent Defense Attorney. Pretrial motions will be filed at least 21 days before trial.
4. Compensation by the City to the Indigent Defense Attorney is \$ 300.00 per defendant payable within 10 days of approved invoice to Court Clerk.
5. This agreement shall begin December 1, 2016. This agreement may be terminated by either party upon receipt of 30 days written notice.
6. The parties incorporate by reference the clauses required by ORS 279B.220, 279B.230 and 279B.235.

DATED this \_\_\_\_ day of November, 2016.

THE CITY OF ASTORIA

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Arline LaMear  
Mayor

---

Jerry Widawski  
Attorney at Law

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Brett Estes  
City Manager

APPROVED AS TO FORM



---

Kristopher A. Kaino  
Municipal Court Judge





## CITY OF ASTORIA

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### COMMUNITY DEVELOPMENT

November 3, 2016

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN –  
EXPAND BOUNDARY TO INCLUDE BOND STREET AND ADJACENT  
PROPERTIES, ADD PROJECTS AND UPDATE PLAN

#### **PURPOSE**

The Astoria City Council is being asked to hold a hearing to gain input regarding the Council's consideration and potential adoption of the proposed Astor West Urban Renewal Plan First Amendment (the Amendment) and to vote on the ordinance to adopt the Amendment at the November 21, 2016 meeting. The Amendment is designed for the Astor West Urban Renewal Area (Area), an area of 217.55 acres. The reason for urban renewal is to provide a financing mechanism to fund improvements including transportation, storefront loan, redevelopment and housing assistance.

#### **BACKGROUND**

The City of Astoria adopted the Astor West Urban Renewal Plan (the "Plan") in December 2002, (Ordinance #02-18). The Plan contains projects which were and are intended to assist in stimulating growth in the Urban Renewal Area (the "Area"). As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east-west traffic towards Marine Drive. In addition, water and sewer lines have been rerouted above the street. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall. The results of the study concluded that is indeed feasible. Based on the results, the Public Works Department prepared an "order of magnitude" cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings. In March 2016, the Astoria Development Commission (ADC) directed staff to initiate a plan amendment study for the Astor West URA. In August 2016, the ADC received an update from city staff and reviewed a potential list of projects to fund to support the amended boundary while meeting the objectives of the original urban renewal district.

In addition to the street aspect, there are underinvested residential properties that potentially need assistance (i.e., grants/ loans/technical assistance) to renovate and preserve as

affordable housing, which is another FY 15-16 Council Goal. Staff has met with the Community Action Team about a targeted pilot program that would offer some form of assistance to qualified property owners to renovate multi-family buildings while still meeting Development Code design requirements.

The proposed amendment to the Plan would expand the Area to include right of way as well as city owned land to widen Bond Street and permit the use of urban renewal funds for the new projects to be added in the Plan as identified in Table 11 of the Report Accompanying the Amendment. The proposed Amendment requires an Ordinance to implement the changes and is referenced as Attachment A. The Plan Amendment and Report on the Amendment is shown in Attachment B and C, respectively.

## **PUBLIC NOTICE**

A notice for this meeting was placed in public utility bills in September, 2016. Notice was also placed on the City of Astoria website.

## **PROCESS**

The process for approval has included the following steps, in accordance with ORS 457.

1. A public outreach campaign - "Come Bond with Us" - was launched in June 2016 with an open house on July 28, 2016 and October 25, 2016 along with a Planning Commission meeting where public testimony was taken.
2. Astoria Development Commission reviewed a list of potential projects on August 15, 2016 and on October 3, 2016 reviewed the proposed Amendment and accompanying Report, and a recommendation to forward it to City Council for adoption.
3. Review and recommendation by the Astoria Planning Commission. The Planning Commission reviewed the Amendment on October 25, 2016 and voted unanimously that the Amendment conformed to the Astoria Comprehensive Plan and recommended that the Astoria City Council adopt the Amendment and accompanying Report.
4. Notice to all citizens of Astoria of a hearing before the Planning Commission and City Council. Notice was provided by mailing to property owners through the utility bills and through email to paperless customers in September.
5. Forwarding a copy of the proposed Amendment and the Report to the governing body of each taxing district. The formal taxing districts letters were sent out on October 4, 2016. Informal notices were emailed to taxing jurisdictions the week of September 21, 2016.
6. Presentation of the Amendment to the Clatsop County Commission. This meeting occurred on October 26, 2016.
7. Hearing by City Council and adoption of the proposed Amendment and accompanying Report by a non-emergency ordinance. The hearing by City Council will be held on November 7, 2016 and the second reading on the ordinance will be on November 21,

2016. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Astoria voters if a sufficient number of signatures are obtained on a referral petition.

### **ORDINANCE ADOPTING THE PLAN**

The ordinance (Attachment A) adopting the Amendment requires the City Council to make certain findings, which are listed in the after the “Whereas” paragraph. These findings are based on various documents and events. The process for the adoption of the proposed Amendment, a copy of which is attached hereto as Attachment B, and by this reference incorporated herein, has been conducted in accordance with the provisions of Chapter 457 of the Oregon Revised Statutes;

As described above, the City has followed the procedures as outlined by ORS 457. The findings are as follows.

1. The area designated in the Amendment as the Area is blighted, as defined by ORS 457.010(1)(e) and ORS 457.010(1)(g) and is eligible for inclusion within the Plan because of conditions described in Section II of the Report including inadequate streets, and utilities, and a prevalence of depreciated values resulting from underdevelopment and underutilization of property within the Area;

This is the basic justification for the Amendment and the Council’s finding is meant to make that justification explicit.

2. The rehabilitation and redevelopment described in the Amendment to be undertaken by the ADC is necessary to protect the public health, safety and welfare of the City because absent the completion of the urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the comprehensive plan;

This finding states the public purpose of the Amendment which is for the property in the Area to develop and redevelop according to the Comprehensive Plan. Property which is not developed or not fully developed and occupied does not contribute as much property taxes as fully developed property. The improvement of property in the Area will add to the tax base in the Area and further support additional economic activity in the Area.

3. The Amendment conforms to the Astoria Comprehensive Plan as a whole, and provides an outline for accomplishing the projects described in the Amendment, as more fully described in Section 405 of the Plan;

This finding is supported by Section 405 of the Amendment and the Planning Commission’s conclusion that the Plan conforms to the Astoria Comprehensive Plan.

4. In connection with any residential displacement occurring as a result of the acquisition and disposition of land, provision has been made for displaced persons in the Relocation Section of the Report as required under applicable state and federal law;

The Amendment does not contemplate acquisition of property that would displace residents or businesses. Should the Amendment be amended to include such acquisition, the Agency would be obligated to provide relocation assistance.

5. The acquisition of real property provided for in the Amendment is necessary for the development of infrastructure improvements including parking improvements in the Area, for the development of public spaces and for assisting in private redevelopment of the Area;

The Amendment authorizes acquisition of real property for infrastructure improvements. No property is specifically identified for acquisition.

6. Adoption and carrying out the Amendment is economically sound and feasible in that funds are available to complete the Amendment projects using urban renewal tax increment revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440, and other available funding as shown in Sections V, VI, VII, and VIII of the Report;

The Report contains information on the projected revenues and projected expenditures under the Amendment and supports a finding that the Amendment is economically sound and feasible.

7. The City of Astoria shall assume and complete activities prescribed to it by the Amendment;

The Amendment does not prescribe any specific activities to the City.

8. The Agency consulted and conferred with affected overlapping taxing districts prior to the Amendment being forwarded to the City Council.

An e-mail notification to the overlapping taxing districts was sent September 21, 2016. The Agency sent a written copy of the Amendment and the Report to the affected overlapping taxing districts on October 4, 2016. The letter included an invitation to provide comments in writing on the Amendment and Report on the Amendment. To date the City has not received written recommendations from the affected taxing districts. If such recommendations are received, the Council will be required to "accept, reject or modify" the recommendations and language to that effect will be added to the ordinance for its second reading and adoption.

The ordinance also calls for publication of a notice that the Council has adopted the ordinance, for the recording of the Amendment by the Clatsop County Clerk and for transmitting the Amendment to the Clatsop County Assessor.

## **RECOMMENDATION**

It should be noted that there are portions of the draft ordinance which will be adjusted for the second reading, based upon any testimony received from any governing body of affected taxing districts. Additionally, a metes and bounds description will be added to Attachment B prior to the second reading.

It is recommended that the City Council conduct the public hearing and hold the first reading of the ordinance.

### Attachments:

- A. Ordinance
- B. Astor West Urban Renewal Plan First Amendment
- C. Report on the Astor West Urban Renewal First Amendment
- D. Planning Commission Report and Recommendation on the Astor West Urban Renewal Plan First Amendment

By:



---

Kevin A. Cronin, Community Development Director

# ATTACHMENT A

## ORDINANCE NO. 16-\_\_\_\_\_

### AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE FIRST AMENDMENT TO THE ASTOR- WEST URBAN RENEWAL PLAN

WHEREAS, the City Council of the City of Astoria approved the Astor-West Urban Renewal Plan by adoption of Ordinance No. 02-18, on December 16, 2002. The Astor-West Urban Renewal Plan is referred to herein as the "Plan;"

WHEREAS, the Astoria Development Commission ("Agency"), as the duly authorized and acting urban renewal agency of the City of Astoria, Oregon, is proposing to amend the Plan to add property and projects to the Astor-West Urban Renewal Area ("Area"). This amendment is proposed so that the objectives in the Plan may be fully accomplished and the urban renewal projects called for in the Plan, as amended, may be completed; and

WHEREAS, under the terms of Section 1000(C) of the Plan, an amendment increasing the area of the Plan by more than one percent is a Substantial Amendment and requires the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has prepared the amendment which is attached to this Ordinance as Attachment B, and incorporated herein by this reference ("Amendment"). The Amendment revises the legal description of the Area to include Bond Street right-of-way and properties in the general area as described in the Amendment; and

WHEREAS, the Agency has caused the preparation of a Report accompanying the Amendment as required by ORS 457.085(3) ("Report"), which Report dated November 21, 2016 is attached to this Ordinance as Attachment C and incorporated herein by this reference; and

WHEREAS, the Amendment and the Report were forwarded to the City of Astoria Planning Commission for recommendation, the Planning Commission considered the Amendment and Report on October 25, 2016 and found the Amendment conformed to the Astoria Comprehensive Plan and unanimously recommended that the City Council approve the Amendment, attached to this Ordinance as Attachment D and incorporated herein by this reference; and

WHEREAS, the Amendment and the Report were forwarded on October 4, 2016 to the governing body of each taxing district affected by the Amendment, and the Agency has thereafter consulted and conferred with said districts; and

WHEREAS, the City Council has / has not received written recommendations from the governing bodies of the affected taxing districts, and [has considered those recommendations]; and

WHEREAS, in September the City caused notice of the hearing to be held before the City Council on the Amendment, including the required statements of ORS 457.120(3), to be mailed to utility customers in the City of Astoria; and

WHEREAS, on November 7, 2016 the City Council held a public hearing to review and consider the Amendment, the Report, the Planning Commission Recommendation, and to receive public testimony; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Amendment.

NOW THEREFORE, THE COUNCIL OF THE CITY OF ASTORIA HEREBY ORDAINS THAT:

Section 1. The Amendment complies with all requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Planning Commission Recommendation, and the public testimony before the City Council:

1. The Added Property is blighted, as defined by ORS 457.0101(1) because of inadequate streets, and utilities, and a prevalence of depreciated values resulting from underdevelopment and underutilization of property within the Area (ORS 457.010(1)(e) and (g)).
2. The projects to be undertaken by the Agency on the Added Property are necessary to protect the public health, safety, or welfare of the City because absent the completion of the projects, the Added Property will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according to the goals of the City's Comprehensive Plan;
3. The Amendment conforms to the Astoria Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in the Planning Commission Recommendation and the Plan as amended by this Amendment;
4. No acquisition and disposition of land or redevelopment activities resulting in residential displacement will occur as a result of the Amendment. Therefore the Amendment does not include provisions to house displaced persons;
5. The acquisition of real property is not expect in the Amendment or necessary for the development of adequate streets and utilities, as more fully described in Section II of the Report.

6. Adoption and carrying out the Plan, as amended by the Amendment is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to Section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in Section VIII of the Report; and
7. The City shall assume and complete any activities prescribed it by the Plan.

Section 2. The City Council expressly [accepts, rejects or modifies] recommendations from [xx] to [xx].

Section 3. The Frist Amendment to the Astor West Urban Renewal Plan is hereby approved based upon review and consideration by the City Council of the Amendment and Report, and the Planning Commission Recommendation, each of which is hereby accepted, and the public testimony in the record.

Section 4. The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

Section 5. The Agency shall thereafter cause a copy of the Amendment to be recorded in the Records of Clatsop County, Oregon.

Section 6. The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Amendment, including the provisions of ORS 457.135, in the Daily Astorian no later than four days following adoption of this Ordinance.

Section 7. For convenience, and as an administrative matter without additional approval of the Agency Board or the City Council, the Agency is authorized to prepare an updated Astor-West Urban Renewal Plan incorporating the Frist Amendment.

Section 8. The following documents are attached as part of this Ordinance:  
Attachment B – Astor West Urban Renewal Plan First Amendment  
Attachment C – Report on the Astor West Urban Renewal Plan First Amendment  
Attachment D – Planning Commission Report and Recommendation on the Astor West Urban Renewal Plan First Amendment

Section 9. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF NOVEMBER, 2016.

APPROVED BY THE MAYOR THIS 21<sup>st</sup> DAY OF NOVEMBER, 2016.



ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Brett Estes, City Manager

ROLL CALL ON ADOPTION:

YEA

NAY

ABSENT

Councilor

Nemlowill

Price

Warr

Mayor Arline LaMear

# ATTACHMENT B

## *Attachment B Astor-West Urban Renewal Plan First Amendment*

*The following changes are made in the Astor West Urban Renewal Plan. Added language is shown in italics. Deleted language is shown by ~~cross-out~~.*

### SECTION 100 - INTRODUCTION

*The first amendment was approved by the City Council in December, 2016, by Ordinance No. 2016 –     . The first amendment added projects and expanded the boundary and made other changes to the plan to update it to current needs.*

### SECTION 200 - DEFINITIONS

No changes.

### SECTION 300 - DESCRIPTION OF URBAN RENEWAL PROJECT AREA BOUNDARY

*The First Amendment to the urban renewal plan added properties and right of way to the boundary. Therefore, the Project Area Boundary Map (Exhibit 1) and the legal description (Exhibit 2) are updated.*

### SECTION 400 - OBJECTIVES

#### A. Public Facilities

**Goal:** Maintain, remodel, and construct public facilities, including but not limited to buildings, parks, trails, and docks, to enhance and increase public utilization of the renewal area.

*Objectives:*

1. *Provide new public facilities. with emphasis on construction of a Conference Center, in the renewal area.*

#### B. Promote Private Development

**Goal:** Promote private development, redevelopment, and rehabilitation within the urban renewal area to help create jobs, tax revenue, and vibrant commercial and industrial districts *and housing opportunities.*

*Objectives:*

2. Assist property owners in rehabilitating buildings so they can accommodate more intensive and dynamic commercial, *residential*, and industrial activity.

4. Act as a catalyst in bringing together developers and redevelopers with public and private owners of lands which are underutilized or vacant, to achieve new

uses and economically sound enterprises which are consistent with the City's Comprehensive Plan ~~and the Port of Astoria's Central Waterfront Master Plan~~, which provide a service to the community, and which establish a diversification of needed, year-round employment opportunities *and residential uses*.

C. Improvements to Streets, Streetscapes, Trolley Tracks and Open Spaces

Objectives:

3. Construct new streets *and improve existing streets* to provide connectivity and encourage private investment.

E. Rehabilitate Building Stock

**Goal:** Upgrade the stock of existing structures in the renewal area in a manner which contributes to the historic and working-waterfront *and residential character* of the area.

Objectives:

3. *Promote the development and rehabilitation of residential uses to support the economic development of Astoria.*

#### SECTION 405 - RELATIONSHIP TO LOCAL OBJECTIVES

This section is deleted in its entirety and replaced with the following:

*The areas where the Astor-West Urban Renewal Plan First Amendment conforms to the goals of the Astoria Comprehensive Plan are as follows. The numbering reflects the numbering in the comprehensive plan document. Information from the existing comprehensive plan is in italics, how the Plan conforms to the comprehensive plan is in **bold italics**. This does not represent an exclusive list of goals and policies from the comprehensive plan, but shows that the urban renewal plan conforms to many of the goals and policies.*

#### *Economic Goals*

##### *Goal 1:*

*The City of Astoria will strengthen, improve, and diversify the area's economy to increase local employment opportunities.*

##### *Policies:*

- 1. Encourage, support, and assist existing businesses.*
- 2. Provide support to local start-up businesses.*
- 4. Encourage private development such as retail, restaurants, commercial services, transient lodging.*
- 5. Provide a supportive environment for new business.*

6. *Encourage a diversity of businesses, target firms to add to the business mix and strengthen the overall economic base.*
7. *Encourage and support local industrial development in order to diversify beyond the City's predominant industrial sectors, while maintaining strong support for these sectors.*
8. *Broaden the economy to help balance the seasonal nature of existing industries and employment.*
9. *Encourage the broadening of the economy, particularly in areas which help balance the seasonal nature of existing industries.*

*Goal 5:*

*Encourage the preservation of Astoria's historic buildings, neighborhoods and sites, and unique waterfront location in order to attract visitors and new industry.*

*Policies:*

4. *Protect historic resources such as Uniontown buildings to maintain local character and attract visitors.*

*Goal 6:*

*Maintain a system of public facilities and services capable of supporting existing and future industry, and commercial development.*

***The Plan conforms with the Economic Element goals because there are projects to provide storefront grants and loans, launching the Storefront Improvement Program for West Marine Drive. There are also projects to repair Bond Street, build a retaining wall on Bond Street, renovate and preserve affordable housing. The business assistance program, transportation and housing related projects will all have a positive impact on the Economy.***

*Housing Goals*

*Goal 1:*

*Provide opportunities for development of a wide variety of housing types and price ranges within the Urban Growth Boundary.*

*Goal 2:*

*Maintain and rehabilitate the community's existing house stock.*

*Policies:*

1. *Maintain attractive and livable residential neighborhoods, for all types of housing.*
2. *Provide residential areas with services and facilities necessary for safe, healthful, and convenient urban living.*

5. *Encourage low and moderate income housing throughout the city, not concentrated in one area.*
12. *Encourage the development of the elderly and handicapped housing in the Downtown area, where the terrain is level and services are available within walking distance. Encourage renovation of the second floors of commercial buildings in the Downtown.*
19. *Encourage the use of sustainable development and building materials including use of energy efficient materials and design principles*
20. *Allow for, encourage, and support the development of housing units in conjunction with commercial development (e.g. housing located above commercial uses) to provide diversity and security in commercial areas and a range of housing options.*

***The Plan conforms with the Housing goals because there are projects to renovate and preserve affordable housing within the Area.***

#### *Transportation Goals*

*Goal 1:*

*The maintenance of a safe and efficient transportation system*

*Goal 2:*

*The provision of several types of transportation, including public transit, bicycle and pedestrian systems.*

*Goal 4:*

*The reduction of traffic congestion on marine drive and in the downtown area.*

*Goal 8:*

*The support of economic development activities through the improvement of the transportation system.*

***The Plan conforms with the Transportation goals because there is a project that repairs Bond Street for two-way traffic, and builds a retaining wall on Bond Street.***

#### SECTION 500 - LAND USE AND DEVELOPMENT CONTROLS

No changes.

#### SECTION 510 - TRAFFIC CIRCULATION

No changes.

#### SECTION 520 - DEVELOPMENT CONTROLS



expansion for cruise ships, and a multi-purpose building that will include public facilities and restrooms.

Agency participation in construction of a public conference center will be of significant benefit to the renewal project area. The conference center is expected to be the catalyst for investment in new lodging facilities in the renewal area. The lodging facility investment, in turn, is anticipated to be the primary source of tax increment revenue in the early stages of the renewal project. Tax increment revenue from the early investment will, in turn be used to help carry Conference Center debt, and to fund the infrastructure improvements needed to make the renewal area ready for further investment. The level of Agency participation in the Conference Center building will be determined as design and construction plans are further developed. It is anticipated that room tax revenue, and funds from the Oregon Economic and Community Development Department will also be utilized in construction of the Conference Center.

B. Street, Curb, Sidewalk and Trolley Track Improvements.

Improvements within the renewal area will require the construction of new and the reconstruction of existing streets, curb, and sidewalks. Street construction and improvements may include Marine Drive, construction of a new Bay Street/Hamburg Street couplet, and improvements to Bay and Basin Streets *and Bond Street*. In addition, the Agency may participate in funding upgrades to waterfront trolley tracks and associated facilities. The Renewal Agency may participate in funding these improvements including, but not limited to, design, redesign, construction, resurfacing, repair and acquisition of right-of way for curbs, streets, *retaining walls*, and sidewalks, and pedestrian and bicycle paths.

D. Development and Redevelopment.

The Renewal Agency is authorized to provide loans or other forms of financial assistance to property owners wishing to develop or redevelop land or buildings within the renewal area, or to persons desiring to acquire or lease buildings or land from the Agency. The Agency may make this assistance available, as it deems necessary, to achieve the objectives of this Plan. *This assistance includes assistance for housing retention and development.*

SECTION 700 - FINANCING METHODS – *this section deleted in its entirety and replaced with the following language*

*Tax increment financing consists of using annual tax increment revenues to make payments on loans, usually in the form of tax increment bonds. The proceeds of the bonds are used to finance the urban renewal projects authorized in the Plan. Bonds may be either long-term or short-term.*

*Tax increment revenues equal most of the annual property taxes imposed on the cumulative increase in assessed value within an urban renewal area over the total assessed value at the time an urban renewal plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies approved after October 6, 2001 are not part of the tax increment revenues.)*

*A. General description of the proposed financing methods*

*The Plan will be financed using a combination of revenue sources. These include:*

- Tax increment revenues;*
- Advances, loans, grants, and any other form of financial assistance from the federal, state, or local governments, or other public bodies;*
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment districts; and*
- Any other public or private source.*

*Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.*

*B. Tax increment financing and maximum indebtedness*

*The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Area is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.*

*The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is \$9,250,000 (nine million two hundred and fifty thousand dollars). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on bond proceeds. It does include initial bond financing fees and interest earned on tax increment proceeds, separate from interest on bond proceeds.*

*C. Prior Indebtedness –*

*Any indebtedness permitted by law and incurred by the Urban Renewal Agency or the City in connection with preplanning for this Urban Renewal Plan shall be repaid from tax increment proceeds generated pursuant to this section.*



## SECTION 800 - ACTIONS BY THE CITY

No changes.

## SECTION 900 - NON-DISCRIMINATION

No changes.

## SECTION 1000 - AMENDMENTS

B. City Council - Approved Amendments / Major Amendments not Requiring Special Notice per ORS 457.120.

Such amendments to the Plan shall require approval by the Renewal Agency per ORS 457.095 and approval by the City Council by Ordinance. Such amendments are defined as:

1. Adding a project, activity, or program that differs substantially from a project, program, or activity in the Plan, and is estimated to cost in excess of the equivalent of \$250,000 in first quarter year 2002~~16~~ dollars over the duration of the Plan. The \$250,000 threshold shall be adjusted annually at a rate equal to the Construction Cost Index (CCI), also referred to as the ENR Index for Construction published quarterly by the Engineering News Record (ENR).

## SECTION 1200 - SEVERABILITY

No changes.

## SECTION 1300 - MAXIMUM INDEBTEDNESS

No changes.

## SECTION 1400 - CITIZEN PARTICIPATION

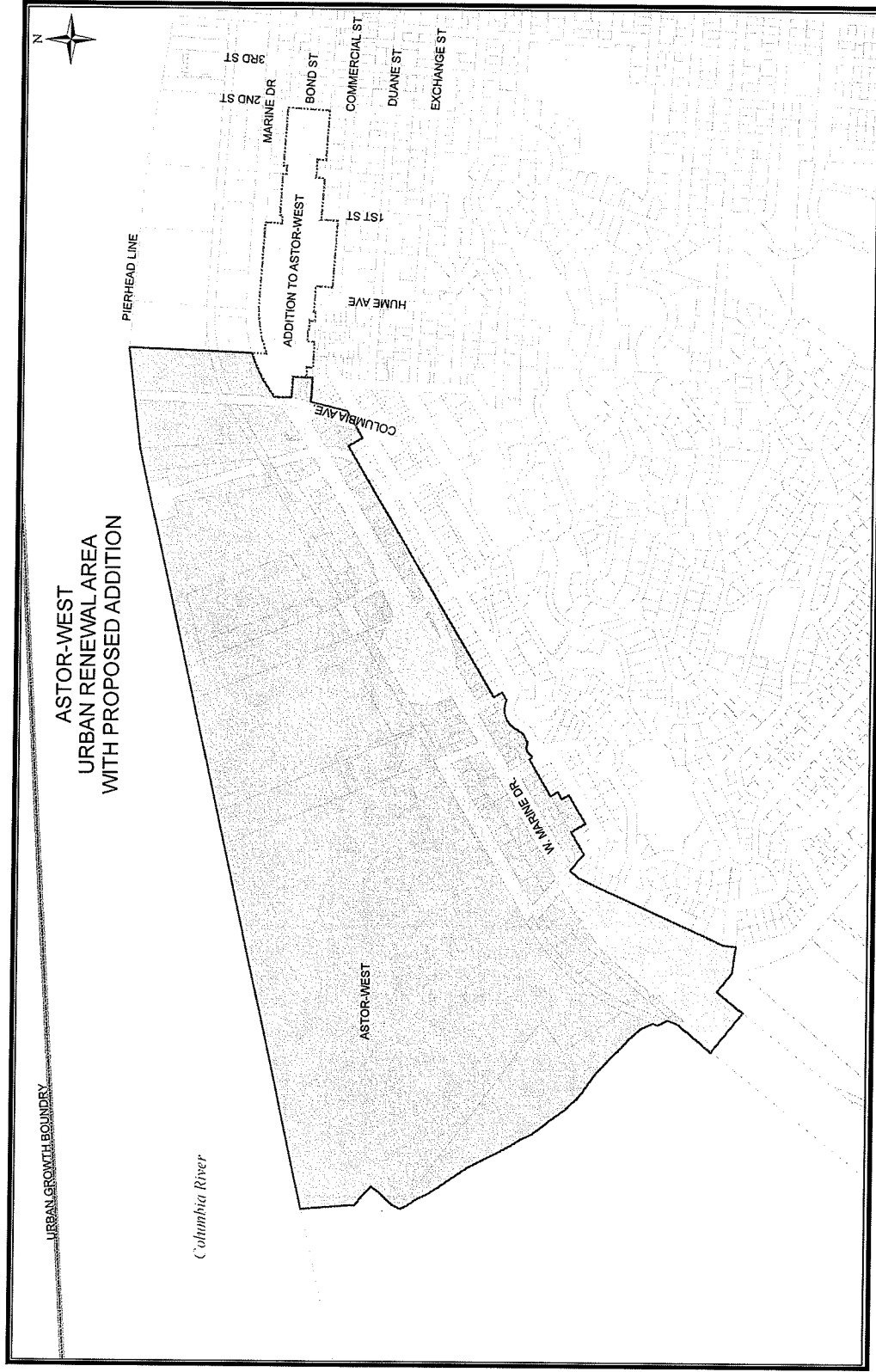
*The First Amendment included several opportunities for citizen participation. There was an open house on July 28, 2016. There was also opportunity for input at the Astoria Development Commission meeting, the Planning Commission meeting and the City Council hearing.*

*Exhibit 1, Project Area Boundary will be replaced in its entirety.*

*Exhibit 2, Legal Description will be replaced in its entirety.*

*Exhibit 3, Renewal Area Boundary and Zoning Map will be replaced in its entirety*

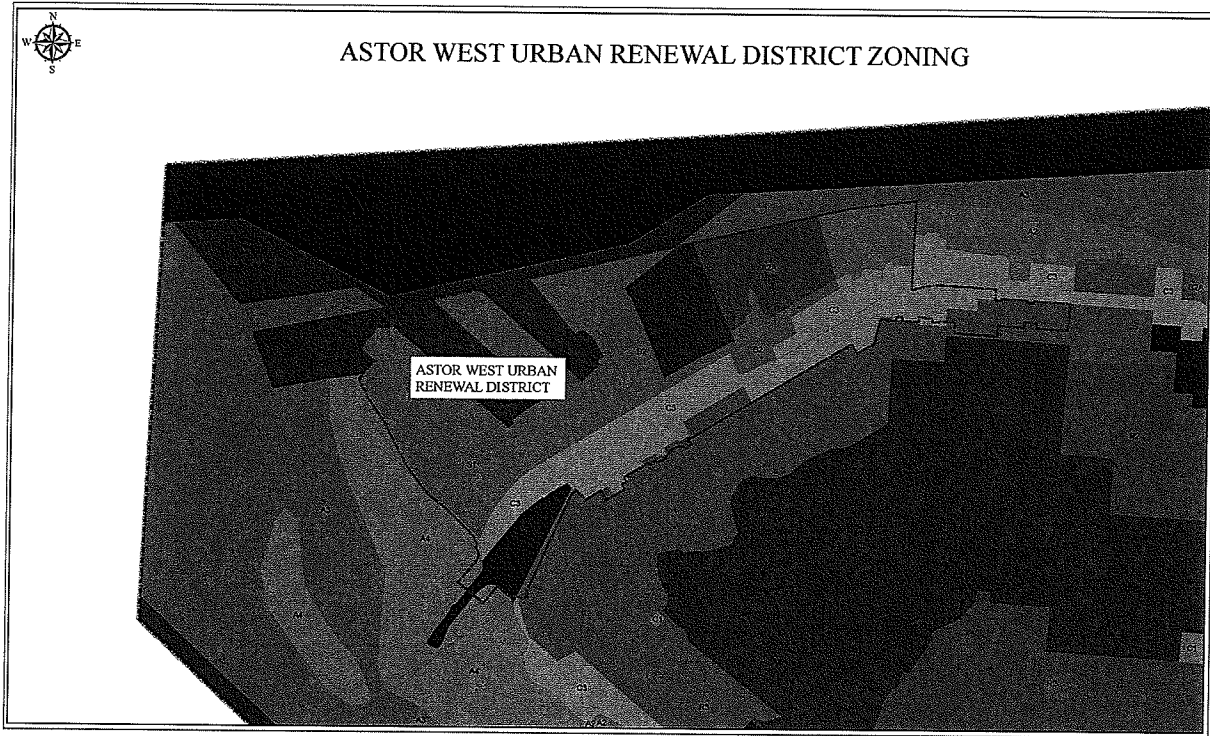
Exhibit 1 – Project Area Boundary



*Exhibit 2 – Astor-West Legal Description*

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*Exhibit 3 – Renewal Area Boundary and Zoning Map*



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**REPORT ACCOMPANYING THE FIRST  
AMENDMENT TO THE ASTOR-WEST URBAN  
RENEWAL PLAN**

**City of Astoria**  
November 21, 2016

Prepared by

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**I. INTRODUCTION**

The Astor-West Urban Renewal Report (Report) contains background information and project details for the First Amendment to the Astor-West Urban Renewal Plan (Plan). The Report is not a legal part of the Plan, but is intended to provide the public information and a basis for the findings made by the City Council as part of its approval of the Plan.

The Report provides the information required in ORS 457.085(3). The format of the Report is based on this statute.

The First Amendment adds 12.05 total acres, 7.74 acres in 43 tax lots and 4.31 acres in right of way, to the Astor-West Urban Renewal Area (Area). The property to be included into the Astor-West Urban Renewal Area is shown in Figure 1. The new boundary is shown in Figure 2; it includes the entire Area, outlined and shaded.

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Figure 1. Amendment Area

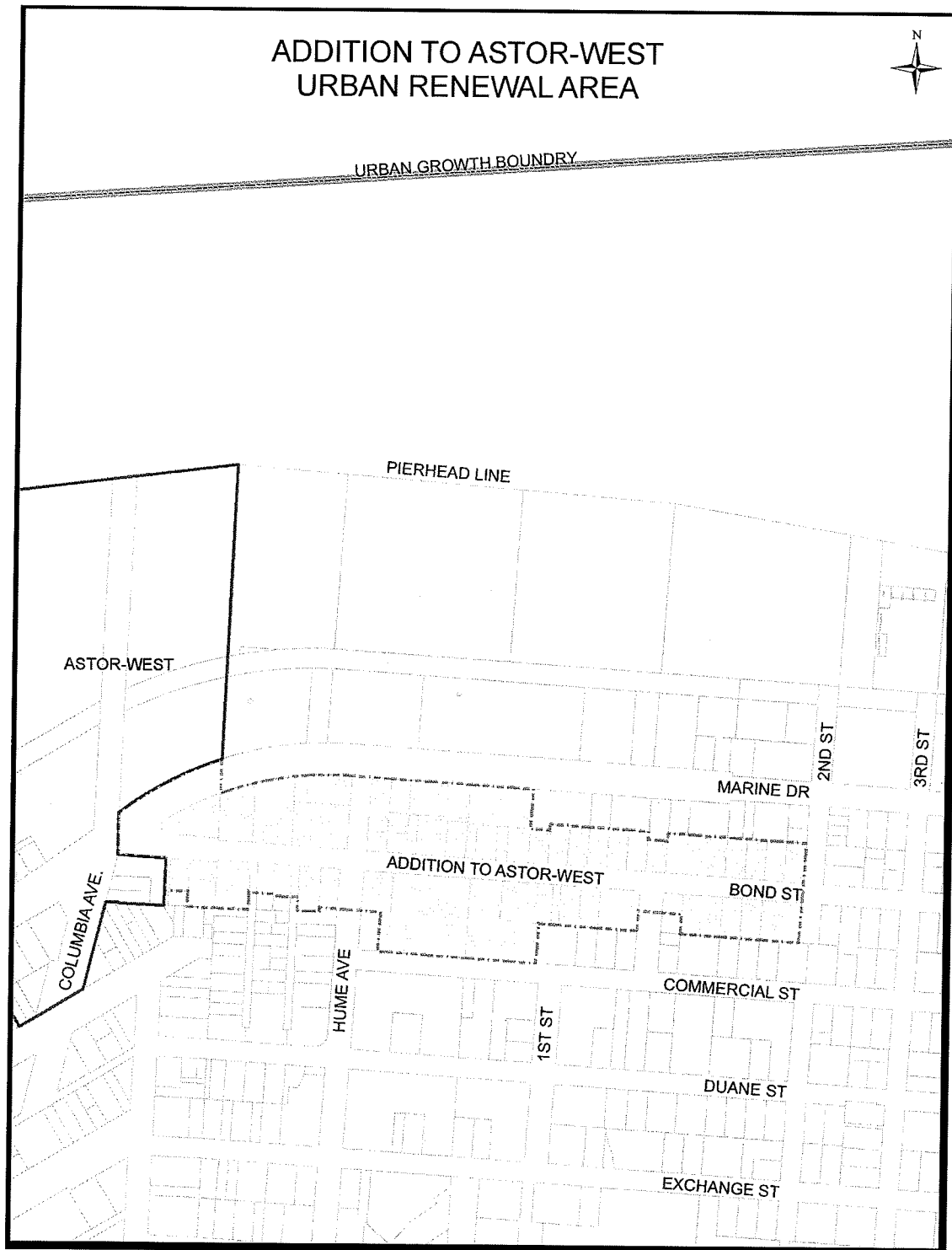
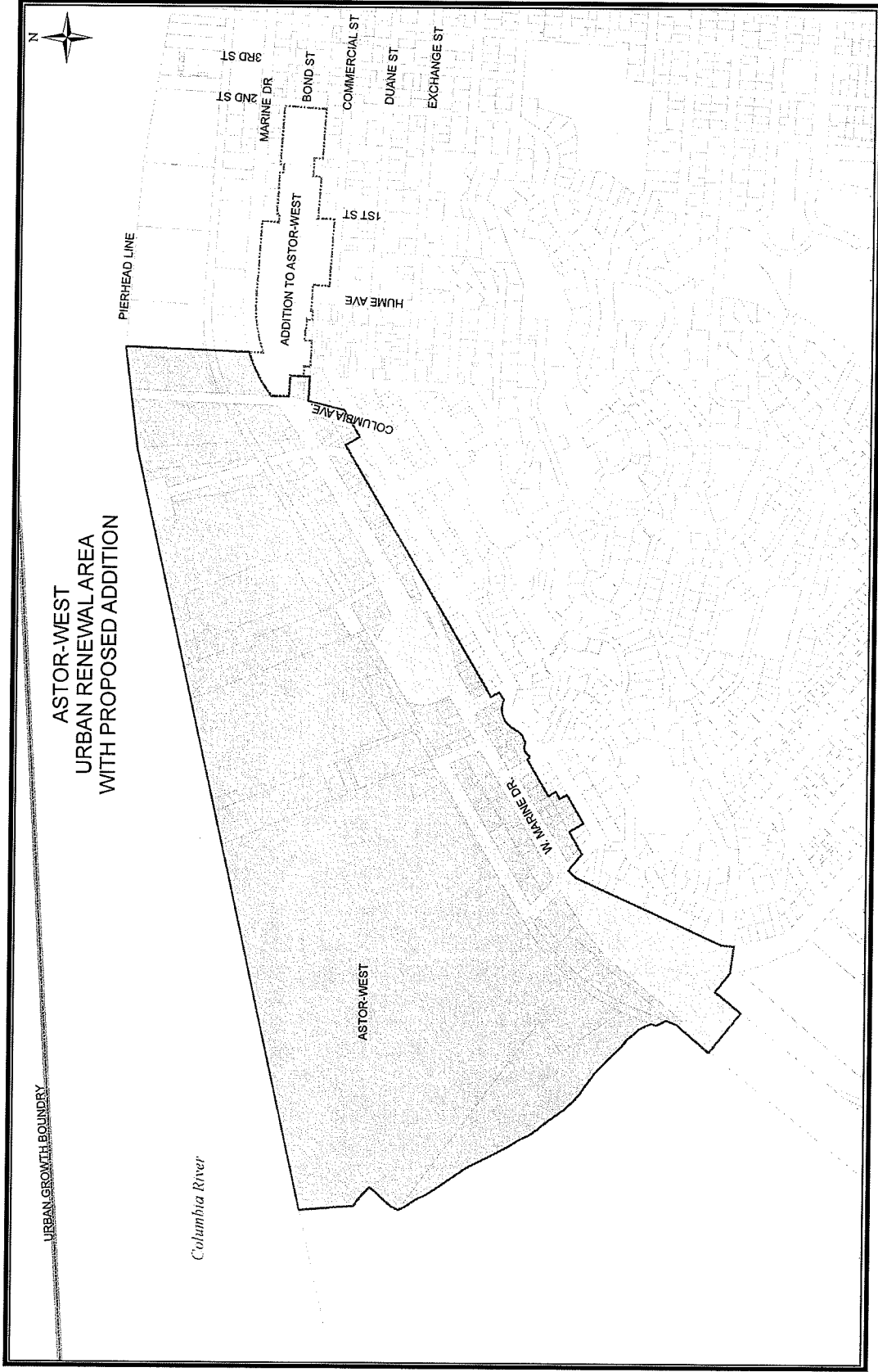




Figure 2. Astor-West Urban Renewal Area after Amendment



**II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND THEIR IMPACT ON MUNICIPAL SERVICES**

This section of the Report describes existing conditions within the Area property, including area being added in this First Amendment (Amendment Area), documenting the occurrence of “blighted areas,” as defined by ORS 457.010(1).

**A. Physical Conditions**

1. Land Use

The Amendment Area, shown in Figure 1 above, contains approximately 43 tax lots consisting of 7.74 acres in tax lots and 4.31 acres of right of way, for a total of 12.05 acres. The right of way is Bond Street, Hume Avenue, 1<sup>st</sup> Avenue and Marine Drive.

An analysis of property classification data from Clatsop County FY 2015/16 Assessment and Taxation database was used to determine the land use designation of tax lots in the Amendment Area and Existing Area.

The land uses in the Area before and after the amendment are shown in Table 1. The Amendment Area adds 14 residential tax lots and 3.57 acres to the area, totaling 18 residential tax lots and 4 acres in the Area. The Amendment Area also adds 11 exempt properties and 1.39 acres. There are a total of 193 tax lots and 181.16 acres in tax lots in the Area after the amendment.

**Table 1. Land Use of Area**

Existing Land Use	Existing Tax Lots	Existing Acres	Amendment Tax Lots	Amendment Acres	Total Tax Lots	Total Acres	Percent of Acres
Exempt	19	132.60	11	1.39	30	133.99	73.96%
Commercial	84	32.64	10	1.81	94	34.45	19.02%
Manufactured	7	0.67	4	0.31	11	0.98	0.54%
Residential	4	0.43	14	3.57	18	4	2.21%
Industrial	11	2.74	0	0	11	2.74	1.51%
Vacant	25	4.34	4	0.66	29	5.00	2.76%
<b>Total</b>	<b>150</b>	<b>173.42</b>	<b>43</b>	<b>7.74</b>	<b>193</b>	<b>181.16</b>	<b>100.00%</b>

Source: Clatsop County Assessor

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

2. Zoning

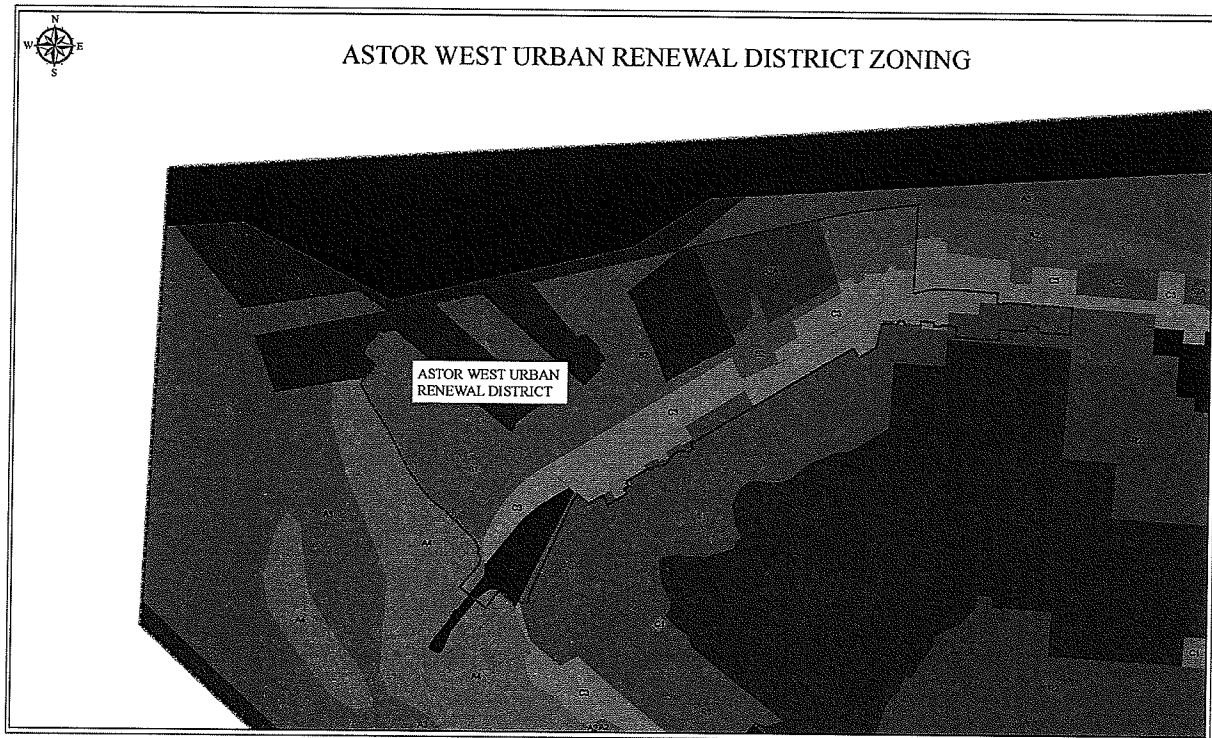
As illustrated in Table 2 and Figure 3, the Amendment Area contains 30 High Density Residential Zone tax lots comprising 5.39 acres. When combined with the existing area, there are 41 High Density Residential Zone tax lots for 6.62 acres. The Amendment also contains 13 General Commercial Zone tax lots comprising 2.35 acres. When combined with the existing area, there are 112 General Commercial Zone tax lots for 22.99 acres.

**Table 2. Existing Zoning of Area**

Zoning	Existing Tax Lots	Existing Acres	Amendment Tax Lots	Amendment Acres	Total Tax Lots	Total Acres	% Total Acres
Aquatic One Development Zone	12	99.25	0	0	12	99.25	54.79%
Aquatic Two-a Development Zone	5	22.31	0	0	5	22.31	12.32%
General Commercial Zone	99	20.64	13	2.35	112	22.99	12.69%
General Development Shorelands Zone	19	11.04	0	0	19	11.04	6.09%
Marine Industrial Shorelands	1	10.44	0	0	1	10.44	5.76%
Aquatic Two Development Zone	3	8.51	0	0	3	8.51	4.70%
High Density Residential Zone	11	1.23	30	5.39	41	6.62	3.65%
<b>Total</b>	<b>150</b>	<b>173.42</b>	<b>43</b>	<b>7.74</b>	<b>193</b>	<b>181.16</b>	<b>100.00%</b>

Source: City of Astoria

**Figure 3. Astor-West Zoning Designations**



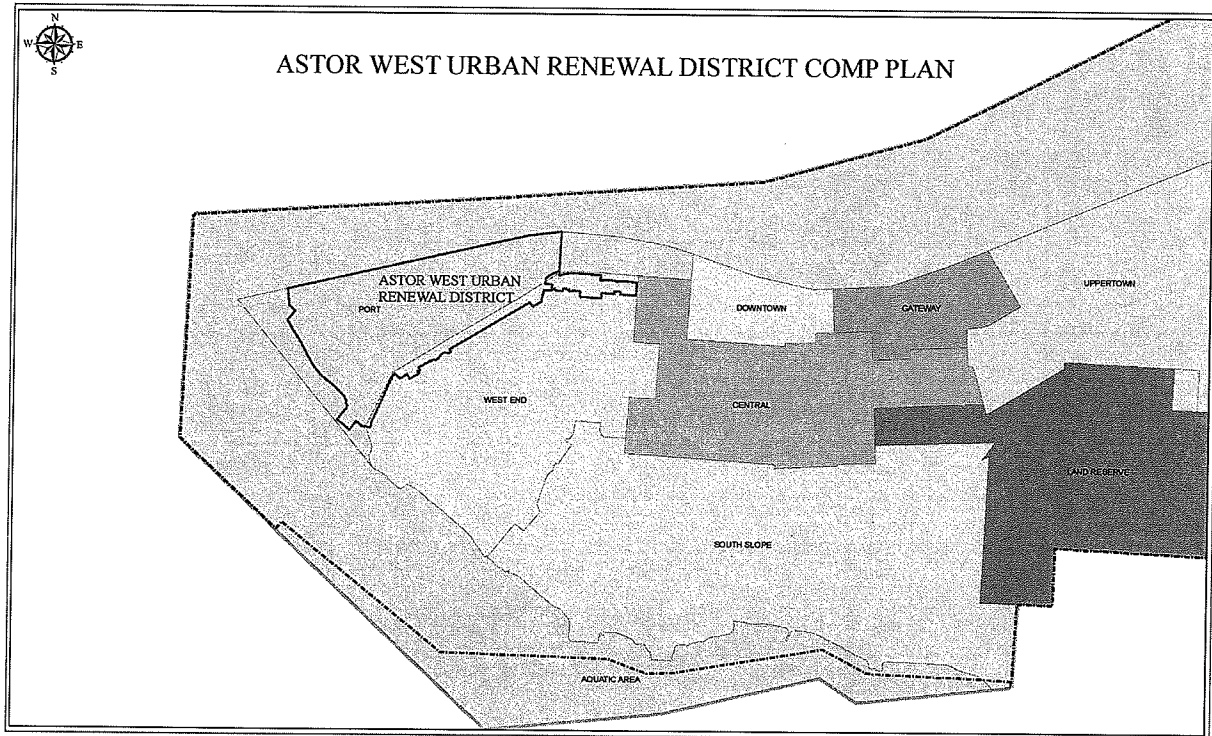
There are 43 tax lots in the Amendment Area all designated West End in the Astoria Comprehensive Plan, comprising 7.74 acres for a total of 108 West End tax lots making up 14.57 acres in the Area. The remainder of the property is designated as Port in the Astoria Comprehensive Plan.

**Table 3. Comprehensive Plan Designations of Area**

Comprehensive Plan Designation	Existing Tax Lots	Existing Acres	Amendment Tax Lots	Amendment Acres	Total Tax Lots	Total Acres	% Total Acres
Port	85	166.60	0	0	85	166.6	91.96%
West End	65	6.83	43	7.74	108	14.57	8.04%
<b>Total</b>	<b>150</b>	<b>173.43</b>	<b>43</b>	<b>7.74</b>	<b>193</b>	<b>181.17</b>	<b>100.00%</b>

Source: City of Astoria

**Figure 4. Astor-West Comprehensive Plan Designations**



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**B. Infrastructure**

**1. Streets**

As a result of a landslide in 2007, Bond Street has been closed to two-way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. In addition, water and sewer lines have been rerouted above the street. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall. The results of the study concluded that is indeed feasible. Based on the results, the Public Works Department prepared an “order of magnitude” cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two-way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

Below are other projects that are listed in the Astoria Transportation Systems Plan<sup>1</sup> in the Area that indicate blighting conditions in the Area as defined by ORS 457.010.

**Table 4. TSP Projects in the Area**

Project #	Project Description	Project Extent	Project Elements	Priority	Estimated Cost
D2	US 101-US 30 Coordinated Signal Timing Plans	US 101-US 30 from Portway Street to Columbia Avenue-Bond Street	Optimize the existing traffic signals by implementing coordinated signal timing plans, upgrading traffic signal controllers or communication infrastructure or cabinets.	Medium-term Likely Funded Plan	\$75,000
D19	US 101/Hamburg Avenue Capacity Enhancement	US 101/Hamburg Avenue	Restrict access to left-in, right-in, right-out only or install a traffic signal and allow full access	Long-Term Phase 3 Aspirational Plan	\$26,000
D21	Marine Drive-Columbia to 9th Circulation Option	Marine Drive from Columbia Avenue to 9th Street	Reconfigure Marine Drive to three lanes. Relocate the traffic signal from commercial/9th Street to Commercial/10th Street	Short-Term Likely Funded Plan	\$446,000

<sup>1</sup> City of Astoria Transportation Systems Plan, Adopted April 21<sup>st</sup> 2014

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

**Table 4. TSP Projects in the Area Continued**

Project #	Project Description	Project Extent	Project Elements	Priority	Estimated Cost
D23	Bond Street Two-Way	Hume Avenue to 7th Street	Re-open Bond Street to two-way travel and implement traffic calming	Long-Term Phase 1 Likely Funded Plan	\$702,000
D24	Industry Street Extension	Basin Street to Bay Street Extension	Extend Industry Street from Basin Street to the bay Street extension as a Mixed-use local street	Long-Term Phase 1 Likely Funded Plan	\$1,057,000
D25	Bay Street Extension	North of US 30 to Industry Street Extensions	Extend Bay Street to the Industry Street extension as a Mixed-use local street	Long-Term Phase 1 Likely Funded Plan	\$293,000
D34	Portway Street Capacity Enhancement	Portway Street from US 101 to Industry Street	Improve to a Commercial/Industrial collector street cross-section. Move Portway Street centerline to the west to accommodate trucks making westbound right turns; requires right-of-way acquisition from parcel at northwest corner of intersection. Modify the approach to us 101 to include separate left and right turn lanes.	Long-Term Phase 3 Aspirational Plan	\$424,000
D35	Bay Street Upgrade	US 30 to northern terminus	Improve to a Mixed-use local street cross-section	Long-Term Phase 3 Aspirational Plan	\$68,000

**Table 4. TSP Projects in the Area Continued**

Project #	Project Description	Project Extent	Project Elements	Priority	Estimated Cost
P6	Alameda Avenue Community Based Solution	West of Melbourne Avenue to Grand Avenue	Develop a Community Based Solution	Long-Term Phase 4 Aspirational Plan	\$23,000
B14	Alameda Avenue (North) Shared Roadway Enhancements	W Marine drive to Oregon Street	Add wayfinding and shared lane markings.	Short-Term Likely Funded Plan	\$33,000
B52	West Marine Drive Bike Lanes	Roundabout to Hamburg Avenue	Re-stripe roadways to include bike lanes.	Short-Term Likely Funded Plan	\$8,000
B55	Taylor Avenue Shared Roadway Enhancements	Hamburg Avenue to Florence Avenue	Add wayfinding and shared lane markings.	Short-Term Likely Funded Plan	\$5,000
CR01	US 30 and Bay Street Crossing Enhancements	US 30 and Bay Street	Upgrade existing crossing to the highest level pedestrian actuated beacon approved by ODOT. Consider restricting parking near crossing to improve visibility	Long-Term Phase 1 Likely Funded Plan	\$26,000
CR17	Roundabout Enhancements	Roundabout enhancements	Provide additional signage at roundabout to clarify expected behavior for bicyclists or consider alternate route using Taylor Avenue	Long-Term Phase 1 Likely Funded Plan	\$1,200



2. Water

As identified in an email dated July 27, 2016 from the City of Astoria, the City of Astoria Water Distribution Master Plan identifies one specific project in the Area in Table 4-1, p11. The recommended improvements are intended to provide for future development at the Port of Astoria and improve fire flow in the area.

In general, water infrastructure in the subject area is nearing or well past its design life. Many of the pipes and services were installed close to a century ago. In addition, the system layout does not have the redundancy associated with modern design practice.

The water infrastructure at the Port of Astoria is in need of significant improvements to facilitate proper maintenance activity and accommodate future development. The City does not maintain their system, but understands it is in need of significant upgrades and maintenance.

3. Storm Drainage

As identified in an email dated July 27, 2016 from the City of Astoria, there are several potential projects associated with the City's Combined Sewer Overflow program that will need to be implemented in the Area. These projects are intended to control sanitary sewer overflow from Portway Avenue to 2nd Street and are planned for construction in Phase 5.

Generally, storm drainage infrastructure in the subject area is nearing or well past its design life. Many of the storm drain outfalls to the Columbia River need significant improvements to properly accommodate adjacent development and the changing outlet area conditions. Coordinating maintenance needs of aging State drainage infrastructure in this area has also proved challenging.

4. Sanitary Sewer

As identified in an email dated July 27, 2016 from the City of Astoria, the City's sanitary sewer interceptor and associated lift station in the Area was installed in the mid-1970s and is quickly nearing the end of its design life. Significant maintenance efforts will be needed to promote continued use of the existing infrastructure associated with the interceptor.

In general, sanitary sewer infrastructure in this area in passed its design life and need of rehabilitation or replacement.

**C. Social Conditions**

There are underinvested residential properties that potentially need assistance (i.e., grants/ loans/technical assistance) to renovate and preserve as affordable housing, which is a FY 15-16 Astoria City Council Goal. Astoria staff has met with the Community Action Team about a targeted pilot program that would offer some form of assistance to qualified property owners to renovate multi-family buildings while still meeting Astoria Development Code design requirements.

The following tables indicate the social conditions as identified in the US Census. Due to the difference in population between applicable census blocks and block groups, age and race are reported at the census block level, and the rest of the variables at the census block group level.

Of the people in the census block 78% are white alone and another 12% are some other race alone.

**Table 5. Race in the Area**

Race	Number	Percent
White Alone	234	78%
Black or African American Alone	1	0%
American Indian and Alaska Native Alone	7	2%
Asian Alone	8	3%
Native Hawaiian and Other Pacific Islander Alone	2	1%
Some Other Race Alone	36	12%
Two or More races	13	4%
<b>Total</b>	<b>301</b>	<b>100%</b>

*Source: American Factfinder, United States Decennial Census, Table P3, 2010*

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

Of the people in the census block 56, or 19%, are 25 to 34 years of age.

**Table 6. Age in the Area**

Age	Number	Percent
Under 5 Years	20	7%
5 to 9 Years	18	6%
10 to 14 Years	7	2%
15 to 17 Years	10	3%
18 to 24 Years	40	13%
25 to 34 Years	56	19%
35 to 44 Years	35	12%
45 to 54 Years	48	16%
55 to 64 Years	36	12%
65 to 74 Years	24	8%
75 to 84 Years	6	2%
85 Years and over	1	0%
<b>Total</b>	<b>301</b>	<b>100%</b>

Source: United States Decennial Census, Table P12, 2010

Within the block group, 60 people have completed college, comprising 9% of the population, while another 45% of the population has completed some college without earning a degree.

**Table 7. Educational Attainment in the Area**

Educational Attainment	Number	Percent
Less Than High School	138	21%
High School Graduate (includes equivalency)	159	24%
Some college	292	45%
Bachelor's degree	32	5%
Master's degree	28	4%
Professional school degree	0	0%
Doctorate degree	0	0%
<b>Total</b>	<b>649</b>	<b>100%</b>

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

Of the people in the block group, 51%, traveled less than 10 minutes to work, with another 23%, traveled 10-19 minutes to work.

**Table 8. Travel Time to Work in the Area**

Travel Time to Work	Number	Percent
Less than 10 minutes	154	51%
10 to 19 minutes	69	23%
20 to 29 minutes	39	13%
30 to 39 minutes	14	5%
40 to 59 minutes	0	0%
60 to 89 minutes	0	0%
90 or More minutes	18	6%
Worked at home	7	2%
<b>Total</b>	<b>301</b>	<b>100%</b>

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

Of the people within the block group 80%, drove alone to work.

**Table 9. Mode of Transportation to Work in the Area**

Means of Transportation to Work	Number	Percent
Drove Alone	240	80%
Carpooled	32	11%
Public transportation (Includes Taxicab)	8	3%
Motorcycle	0	0%
Bicycle	0	0%
Walked	6	2%
Other means	8	3%
Worked at home	7	2%
<b>Total</b>	<b>301</b>	<b>100%</b>

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

**D. Economic Conditions**

1. Taxable Value of Property within the Amendment Area

The estimated FY 2015/16 total assessed value of the Amendment Area including all real property in the Amendment Area is \$5,209,892. Personal, manufactured, and utility properties, adds another \$202,494, for a total assessed value of \$5,412,386. The total assessed value of the City of Astoria is \$769,253,227.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L may be used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives. A healthy condition of real estate investment in the Astor-West Area would be 2:1 or more. There is one tax lot, which is owned by the Port of Astoria, in the Astor-West Area that is exempt. It comprises 82 acres. This one tax lot skews the data in the I:L table, and as such a new column has been made in the table which excludes the exempt properties from the calculation to give a better picture of the I:L of the properties in the Area. Of these properties 62% fall below the targeted 2:1 ratio.

**Table 10. Improvement to Land Value**

Improvement/Land Ratio	Total Tax Lots	Total Acres	% Total Acres	% Total Acres Without Exempt
Exempt	30	135.31	74.69%	N/A
No Improvement Value	36	11.95	6.60%	26.06%
0.01-0.50	33	7.40	4.08%	16.14%
0.51-1.00	15	3.65	2.01%	7.96%
1.01-1.50	19	3.79	2.09%	8.27%
1.51-2.00	12	1.68	0.93%	3.66%
2.01-2.50	9	1.04	0.57%	2.27%
2.51-3.00	2	0.14	0.08%	0.31%
3.01-4.00	14	5.31	2.93%	11.58%
> 4.00	23	10.89	6.01%	23.75%
<b>Total</b>	<b>193</b>	<b>181.16</b>	<b>100.00%</b>	<b>100.00%</b>

Source: Clatsop County Assessor data

DRAFT

**E. Impact on Municipal Services**

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

Development and redevelopment projects that may be developed on the property will increase the retail, commercial, and residential occupancies within the Area, and will generally result in higher demand for fire, life safety, and public safety services. The projected increase in occupancies within the Area will also raise the demand for water, sewer, and storm drainage services. However, since these properties are all within the urban growth boundary, the city anticipates these increased levels of service.

These impacts will be countered by funding for projects from the Plan, including:

- Improved transportation systems that will benefit the citizens of Astoria.
- Increased investment in the Area helps strengthen the tax base both within the Area and in surrounding areas.
- Improved supply of affordable housing in the Area.
- In addition, developed sites will create employment opportunities for the citizens of Astoria.

These improvements help offset the fiscal impacts from the urban renewal area.

**III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN**

There is one urban renewal area in the Plan and it was selected to improve blighted conditions in the Area and prevent the future occurrence of blighted areas as defined in ORS 457.010(1).

**IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA**

This section identifies only the new projects in the Plan due to the First Amendment.

1. Bond Street Repair – Construction of a retaining wall, repair of Bond Street for two-way traffic, and traffic calming measures to mitigate speeding along a narrow street in a dense neighborhood of residential buildings

Existing conditions: As a result of a landslide in 2007, Bond Street has been closed to two-way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. In addition, water and sewer lines have been rerouted above the street.

2. Affordable housing – There are underinvested residential properties that potentially need assistance (i.e. grants/loans/technical assistance) to renovate and preserve as affordable housing.

Existing conditions: At this point, there is no funding for affordable housing through city resources, but there is a need as there are underinvested residential properties in the Area.

3. Storefront Improvement Program – To provide assistance to property owners for the improvements to their properties.

Existing conditions: At this point, there is no storefront improvement program, although a program has been designed, but not yet implemented.



REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

**V. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS**

The projects are shown in Table 11, the sources of funds are tax increment revenues.

**Table 11. Projects and Costs in Year of Expenditure Dollars**

Existing Projects	
Materials and Services	\$398,300
Street improvements - West Marine Drive	\$1,000,000
Street Improvements - Couplet: Bay Street to Hamburg Street	\$1,330,000
Street Improvements - Portway, Hamburg Street, Bay Street, Basin Street	\$870,000
Terminal/Multi-purpose building including public restroom/shower	\$50,000
Proposed Projects	
Bond Street Reconnect (Retaining Wall/Traffic Calming)	\$400,000
Housing Rehabilitation (Bond Street)	\$209,100
Storefront Improvement Program	\$265,400
Redevelopment Assistance	\$2,509,337
<b>Total Expenditures</b>	<b>\$7,032,137</b>

Source: City of Astoria

**VI. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT**

Projects will be ongoing and accomplished over the life of the Plan. Anticipated completion dates are shown in Table 12.

**VII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED**

Table 12 shows the beginning fund balance, tax increment revenue collections, other revenues, and the expected expenditures. The Maximum Indebtedness is \$9,119,000, of which \$6,982,137 remained to be issued as of July, 2015. It is projected that the maximum indebtedness of the Area will be reached by FYE 2021. It is projected that all debt will be retired by FYE 2021.

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REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

Table 12. Tax Increment Revenues and Project Fund (Dollars)

PROJECT FUND	Total				
	2016-17	2017-18	2018-19	2019-20	2020-21
<b>Resources</b>					
Beginning Fund Balance		\$ 3,577,650	\$ 53,655	\$ 39,881	\$ 41,145
Current Year TIF Collections	\$ 3,285,914	\$ 726,836	\$ 725,058	\$ 763,265	\$ 302,686
Prior Year TIF Collections	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	\$ 18,573	\$ 17,888	\$ 12	\$ 268	\$ 199
<b>Total Resources</b>	<b>\$ 3,454,487</b>	<b>\$ 4,352,374</b>	<b>\$ 808,981</b>	<b>\$ 833,345</b>	<b>\$ 374,037</b>
<b>Expenditures (nominal \$)</b>					
Materials and Services	\$ (398,300)	\$ (75,000)	\$ (79,600)	\$ (82,000)	\$ (84,400)
Street Improvements - West Marine Drive	\$ (1,000,000)	\$ (1,000,000)			
Street Improvements - Couplet: Bay to Hamburg	\$ (1,330,000)	\$ (1,330,000)			
Street Improvements - Portway, Hamburg, Bay, Basin	\$ (870,000)	\$ (870,000)			
Terminal/Multi-purpose bldg inc. public restroom	\$ (50,000)	\$ (50,000)			
Bond Street Reconnect: Retaining Wall/Traffic Calming	\$ (400,000)	\$ (400,000)			
Housing Rehabilitation (Bond Street)	\$ (209,100)	\$ (50,000)	\$ (53,000)	\$ (54,600)	
Storefront Improvement Program	\$ (265,400)	\$ (50,000)	\$ (53,000)	\$ (54,600)	\$ (56,300)
Redevelopment Assistance	\$ (2,509,337)	\$ (525,000)	\$ (583,500)	\$ (601,000)	\$ (233,337)
<b>Total Expenditures</b>	<b>\$ (7,032,137)</b>	<b>\$ (4,350,000)</b>	<b>\$ (746,800)</b>	<b>\$ (792,200)</b>	<b>\$ (374,037)</b>
<b>Ending Fund Balance</b>	<b>\$ 2,374</b>	<b>\$ 53,655</b>	<b>\$ 39,881</b>	<b>\$ 41,145</b>	<b>\$ -</b>

Source: Tiberius Solutions, LLC

**VIII. FINANCIAL ANALYSIS OF THE PLAN**

The estimated tax increment revenues through FYE 2021, as shown on the previous page, are based on projections of the assessed value of development within the Area and taxes on that assessed value.

Table 13 shows the projected incremental assessed value; projected tax rates that would produce tax increment revenues and the annual tax increment revenues (adjusted 5% for under-collection, penalties and interest). These, in turn, provide the basis for the projections in Table 12.

**Table 13. Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues (Dollars)**

FYE	Assessed Value	Frozen Base	Excess Value	Tax Rate	Gross TIF	Tax Increment Finance Revenue		Cumulative TIF
						Adjustments	Net TIF	
2016	\$62,424,956	\$21,843,363	\$40,581,593	17.7839	\$721,699	(\$36,085)	\$685,614	\$685,614
2017	\$64,433,607	\$21,843,363	\$42,590,244	17.9640	\$765,091	(\$38,255)	\$726,836	\$1,412,450
2018	\$72,264,604	\$27,255,749	\$45,008,855	17.9630	\$808,494	(\$40,425)	\$768,069	\$2,180,519
2019	\$74,666,841	\$27,255,749	\$47,411,092	16.0979	\$763,219	(\$38,161)	\$725,058	\$2,905,577
2020	\$77,165,167	\$27,255,749	\$49,909,418	16.0979	\$803,437	(\$40,172)	\$763,265	\$3,668,842
2021	\$79,763,426	\$27,255,749	\$52,507,677	16.0979	\$845,263	(\$42,263)	\$803,000	\$4,471,842

Source: Tiberius Solutions, LLC

**IX. IMPACT OF THE TAX INCREMENT FINANCING, BOTH UNTIL AND AFTER THE INDEBTEDNESS IS REPAID, UPON ALL ENTITIES LEVYING TAXES UPON PROPERTY IN THE URBAN RENEWAL AREA**

This section describes the impact of tax increment financing of the Amendment Area, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the urban renewal area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the URA. These projections are for impacts estimated through FYE 2021, and are shown in Table 14. The impacts through FYE 2021 are very small as they represent just the 3% assessed value growth in the Area until FYE 2021. In FYE 2021, the full amount of tax increment revenues are not projected to be taken, showing a positive impact in that year and an overall positive impact due to the dollars collected in FYE 2021.

The Astoria School District and Northwest Regional ESD are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. All schools in Oregon receive the same per pupil allocations. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the State level. While urban renewal statewide has an impact on the amount of funding in the State School Fund, the legislature has the ability to allocate funds from other sources to fully fund the State School Fund.

General obligation bonds and local option levies are impacted by urban renewal only if they were originally approved by voters in an election prior to October 6, 2001. There are no local option levies approved prior to October 6, 2001 that are in effect in the Astor-West URA. There is, however, one general obligation bond that will be impacted, issued by the Astoria School District. For general obligation bonds, the impact is on the property owner, not on the taxing district. The assessor must assess a slightly higher rate to all properties in the taxing district to account for the division of taxes of the general obligation bond.

The projected impact to the property owner as a result of a general obligation bond issued by the Astoria School District prior to 2001 is very small. As a result of this Amendment, a property tax owner will pay an additional 5 cents per \$100,000 of value for one year, FYE 2018, when the Astoria School District Bond is set to expire. Any bonds issued after October of 2001 are not subject to urban renewal division of taxes.

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

**Table 14. Projected Impact on Taxing District Permanent Rate Levies During Use of Tax Increment Financing**

General Government							
	Clatsop County Perm	Port of Astoria Perm	Clatsop 4H & Extension Perm	Sunset Empire Transportation Perm	Clatsop Care Center Perm	City of Astoria Perm	Subtotal: General Government
2018	(\$480)	(\$39)	(\$16)	(\$51)	(\$55)	(\$2,560)	(\$3,201)
2019	(\$815)	(\$67)	(\$28)	(\$87)	(\$94)	(\$4,343)	(\$5,434)
2020	(\$1,163)	(\$95)	(\$41)	(\$123)	(\$134)	(\$6,198)	(\$7,754)
2021	\$2,536	\$207	\$88	\$268	\$291	\$13,514	\$16,904
<b>Total</b>	<b>\$78</b>	<b>\$6</b>	<b>\$3</b>	<b>\$7</b>	<b>\$8</b>	<b>\$413</b>	<b>\$515</b>

Education					
	Astoria SD #1 Perm	Northwest Regional ESD Perm	Clatsop Community College Perm	Subtotal: Education	Total
2018	(\$1,547)	(\$48)	(\$243)	(\$1,838)	(\$5,039)
2019	(\$2,625)	(\$81)	(\$414)	(\$3,120)	(\$8,554)
2020	(\$3,746)	(\$116)	(\$591)	(\$4,453)	(\$12,207)
2021	\$8,169	\$254	\$1,287	\$9,710	\$26,614
<b>Total</b>	<b>\$251</b>	<b>\$9</b>	<b>\$39</b>	<b>\$299</b>	<b>\$814</b>

Source: Tiberius Solutions, LLC

\*Table 14 shows an impact on the Astoria Public Schools School and the Educational Service District. However, under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, because of the use of Tax Increment Financing, are replaced as determined by a funding formula at the State level with State School Fund revenues. These projections are for revenues foregone through FY 2021.

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

Table 15 shows the increase in permanent rate levy revenues that would occur after termination of the tax increment financing in FYE 2022.

**Table 15. Additional Revenues Obtained After Termination of Tax Increment Financing**

Taxing District	Tax Rate	From Frozen Base	From Excess Value	Total
<b>General Government</b>				
Clatsop County	1.5338	\$33,503	\$92,982	\$126,485
Port of Astoria	0.1256	\$2,744	\$7,614	\$10,358
Clatsop 4H & Extension	0.0534	\$1,166	\$3,237	\$4,403
Sunset Empire Transportation	0.1620	\$3,539	\$9,821	\$13,360
Clatsop Care Center	0.1763	\$3,851	\$10,688	\$14,539
City of Astoria	8.1738	\$178,543	\$495,514	\$674,057
<i>Subtotal</i>	10.2249	\$223,346	\$619,856	\$843,202
<b>Education</b>				
Astoria SD #1	4.9407	\$107,922	\$299,516	\$407,438
Northwest Regional ESD	0.1538	\$3,360	\$9,324	\$12,684
Clatsop Community College	0.7785	\$17,005	\$47,194	\$64,199
<i>Subtotal</i>	5.8730	\$128,286	\$356,034	\$484,321
<b>Total</b>	<b>16.0979</b>	<b>\$351,633</b>	<b>\$975,890</b>	<b>\$1,327,523</b>

Source: Tiberius Solutions, LLC

REPORT ON FIRST AMENDMENT TO THE ASTOR-WEST URBAN RENEWAL PLAN

**X. RELOCATION REPORT**

There are no businesses or residents to be relocated under the Plan at the time of this First Amendment.

**XI. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA**

There are two urban renewal areas in Astoria. State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25 percent for municipalities under 50,000 in population. As noted below, the frozen base including all real, personal, manufactured, and utility properties in the two urban renewal areas in Astoria is \$30,534,789, which is 4.15% of the City of Astoria's total assessed value, less the incremental value. The estimate of the frozen base for the Amendment Area includes 3% assessed value increase over the FYE 2016 assessed value, as the assessor will certify a new tax roll before this property is added. The estimated total acreage of the two urban renewal areas is 255.5 acres, including public right of way. Therefore, 3.77% of the acreage in the City would be in urban renewal areas, and 4.15% of the assessed value of the City would be in urban renewal areas. This is well below the statutory limitation of 25 percent in both cases.

**Table 16. URA Conformance with AV and Area Limits**

Urban Renewal Area	Acres	Frozen Base/Assessed Value
Astor-East URA	50	\$2,949,516
Astor-West URA	205.5	\$21,843,363
Astor-West Addition	12.05	\$5,742,000
Total in Urban Renewal	255.5	\$30,534,879
City of Astoria	6,784	\$769,253,227
City of Astoria Incremental value		\$65,082,245
City of Astoria Less Incremental value		\$736,439,664
Total Amount of City in URAs	3.77%	4.15%

Source: Clatsop County Assessor FYE 2017 tax rolls except for Astor-West Addition, which is FYE 2016  
 Astor-East Incremental Value \$20,653,984  
 Astor-West Incremental Value \$44,428,261





**City of Astoria  
Community Development Department  
1095 Duane Street  
Astoria OR 97103**

October 25, 2016

**TO: ASTORIA PLANNING COMMISSION**

**FROM: KEVIN CRONIN, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: FIRST AMENDMENT TO ASTOR-WEST URBAN RENEWAL PLAN –  
ADDITION OF PROPERTY AND PROJECTS**

## **DISCUSSION / ANALYSIS**

The Astoria Planning Commission is being asked to make a recommendation to the City Council regarding the Council's adoption of an amendment to the Astor-West Urban Renewal Plan (First Amendment). This action does not require a formal public hearing, and the Planning Commission is not being asked to approve the action, but rather make a recommendation. If the public wishes to testify, it is advised to allow for testimony.

The First Amendment (Attachment 3) includes the addition of projects and property, commonly referred to as the Bond Street area, into the urban renewal area, including the properties on either side of the street as depicted in Figures 1 and 2 in the attached Report on the First Amendment to the Astor-West Urban Renewal Plan (Attachment 4).

This change to the Astor-West Urban Renewal Plan is considered a substantial amendment because it involves the addition of property in excess of 1% of the original acreage of the Plan. Therefore, the amendment must be approved in the same manner as the original adoption of the Plan, including presentation to the Planning Commission.

ORS 457.085(4), the Oregon Revised Statute which governs the requirement for Planning Commission review, is not specific about the role of the Planning Commission in review of an urban renewal plan. ORS 457.085(4) states: "An urban renewal plan and accompanying report shall be forwarded to the planning commission of the municipality for recommendations prior to presenting the plan to the governing body of the municipality for approval under ORS 457.095."

The general understanding is that the Planning Commission reviews the urban renewal plan amendment for conformance with the comprehensive plan. The staff report has identified the comprehensive plan sections as they relate to amendment and has summarized the basic findings of fact. The staff report includes a recommendation for approval.

## **CONFORMANCE WITH ASTORIA COMPREHENSIVE PLAN**

The specific Astoria Comprehensive Plan (Comprehensive Plan) goals which are addressed by the inclusion of the new property and projects are listed in the attached First Amendment. The *italics* reflect direct quotes from the Comprehensive Plan. The numbering reflects numbering within the Comprehensive Plan. The Amendment conforms to the Economic, Housing, Parks and Recreation and Open Space and Transportation Goals.

### Economic Goals

#### Goal 1:

*The City of Astoria will strengthen, improve, and diversify the area's economy to increase local employment opportunities.*

#### Policies:

1. *Encourage, support, and assist existing businesses.*
2. *Provide support to local start-up businesses.*
4. *Encourage private development such as retail, restaurants, commercial services, transient lodging.*
5. *Provide a supportive environment for new business.*
6. *Encourage a diversity of businesses, target firms to add to the business mix and strengthen the overall economic base.*
7. *Encourage and support local industrial development in order to diversify beyond the City's predominant industrial sectors, while maintaining strong support for these sectors.*
8. *Broaden the economy to help balance the seasonal nature of existing industries and employment.*
9. *Encourage the broadening of the economy, particularly in areas which help balance the seasonal nature of existing industries.*

#### Goal 5:

*Encourage the preservation of Astoria's historic buildings, neighborhoods and sites unique waterfront location in order to attract visitors and new industry.*

#### Policies:

4. *Protect historic resources such as downtown buildings to maintain local character and attract visitors.*

#### Goal 6:

*Maintain a system of public facilities and services capable of supporting existing and future*

*industry, and commercial development.*

**The Plan conforms with the Economic Element goals because there are projects to provide storefront grants and loans, launching the Storefront Improvement Program for West Marine Drive. There are also projects to repair Bond Street, build a retaining wall on Bond Street, renovate and preserve affordable housing. The business assistance program, transportation and housing related projects will all have a positive impact on the Economy.**

## Housing Goals

### *Goal 1:*

*Provide opportunities for development of a wide variety of housing types and price ranges within the Urban Growth Boundary.*

### *Goal 2:*

*Maintain and rehabilitate the community's existing house stock.*

### *Policies:*

- 1. Maintain attractive and livable residential neighborhoods, for all types of housing.*
- 2. Provide residential areas with services and facilities necessary for safe, healthful, and convenient urban living.*
- 5. Encourage low and moderate income housing throughout the city, not concentrated in one area.*
- 12. Encourage the development of the elderly and handicapped housing in the Downtown area, where the terrain is level and services are available within walking distance. Encourage renovation of the second floors of commercial buildings in the Downtown.*
- 19. Encourage the use of sustainable development and building materials including use of energy efficient materials and design principles*
- 20. Allow for, encourage, and support the development of housing units in conjunction with commercial development (e.g. housing located above commercial uses) to provide diversity and security in commercial areas and a range of housing options.*

**The Plan conforms with the Housing goals because there are projects to renovate and preserve affordable housing within the Area.**

*Transportation Goals*

*Goal 1:*

*The maintenance of a safe and efficient transportation system*

*Goal 2:*

*The provision of several types of transportation, including public transit, bicycle and pedestrian systems.*

*Goal 4:*

*The reduction of traffic congestion on marine drive and in the downtown area.*

*Goal 8:*

*The support of economic development activities through the improvement of the transportation system.*

**The Plan conforms with the Transportation goals because there is a project that repairs Bond Street for two-way traffic, and builds a retaining wall on Bond Street.**

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission find the First Amendment to the Astor-West Urban Renewal Plan conforms with the Astoria Comprehensive Plan and forward the First Amendment to the City Council for their approval.

## **PLANNING COMMISSION MOTION AND VOTE**

Recommendation/Suggested Motion(s):

Option 1:

"I move that the Astoria Planning Commission find that the First Amendment to the Astor-West Urban Renewal Plan conforms with the Astoria Comprehensive Plan."

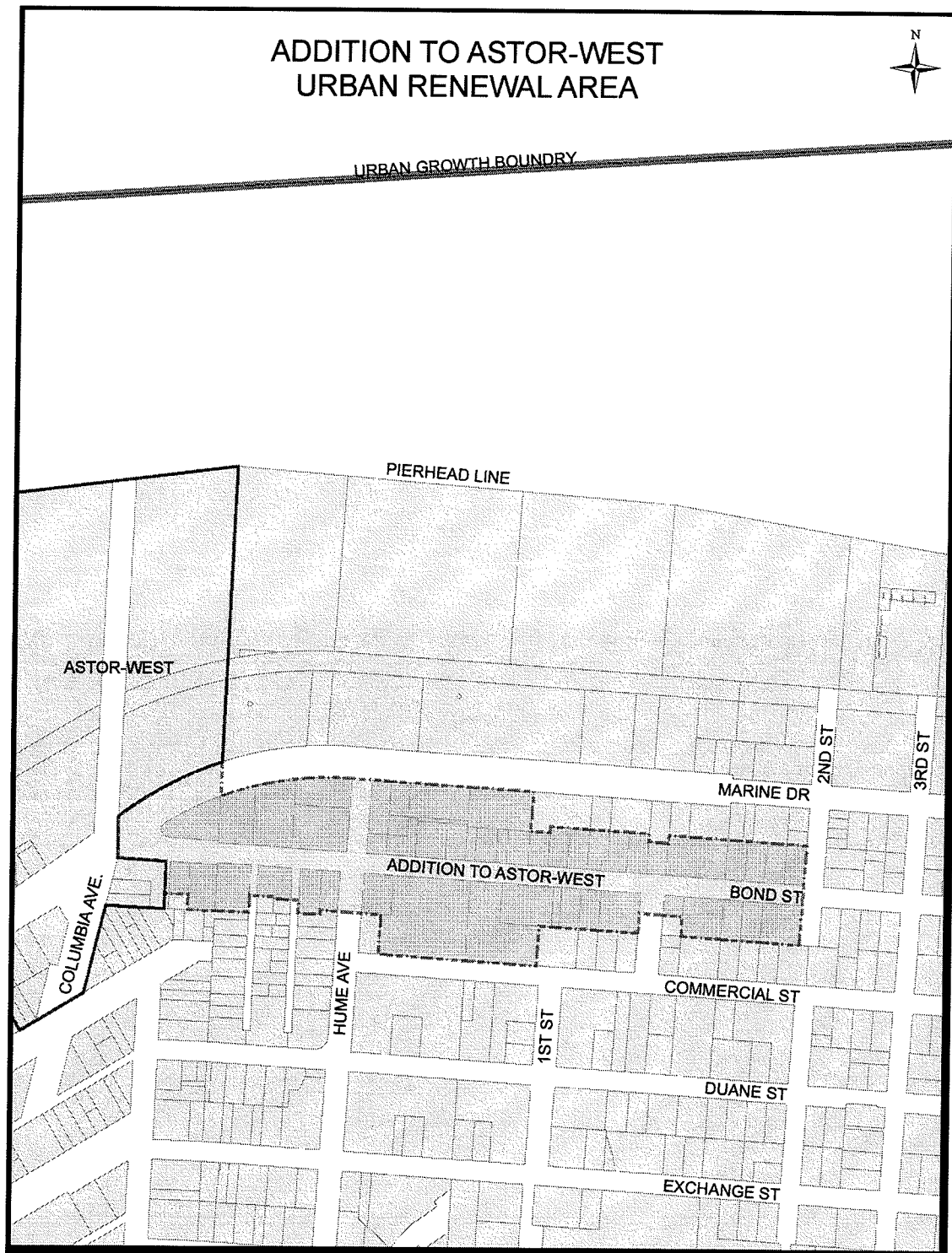
Option 2:

"I move that the Astoria Planning Commission find that the First Amendment to the Astor-West Urban Renewal Plan conforms with the Astoria Comprehensive Plan, and further recommend that the Astoria City Council adopt the proposed First Amendment to the Astor-West Urban Renewal Plan."

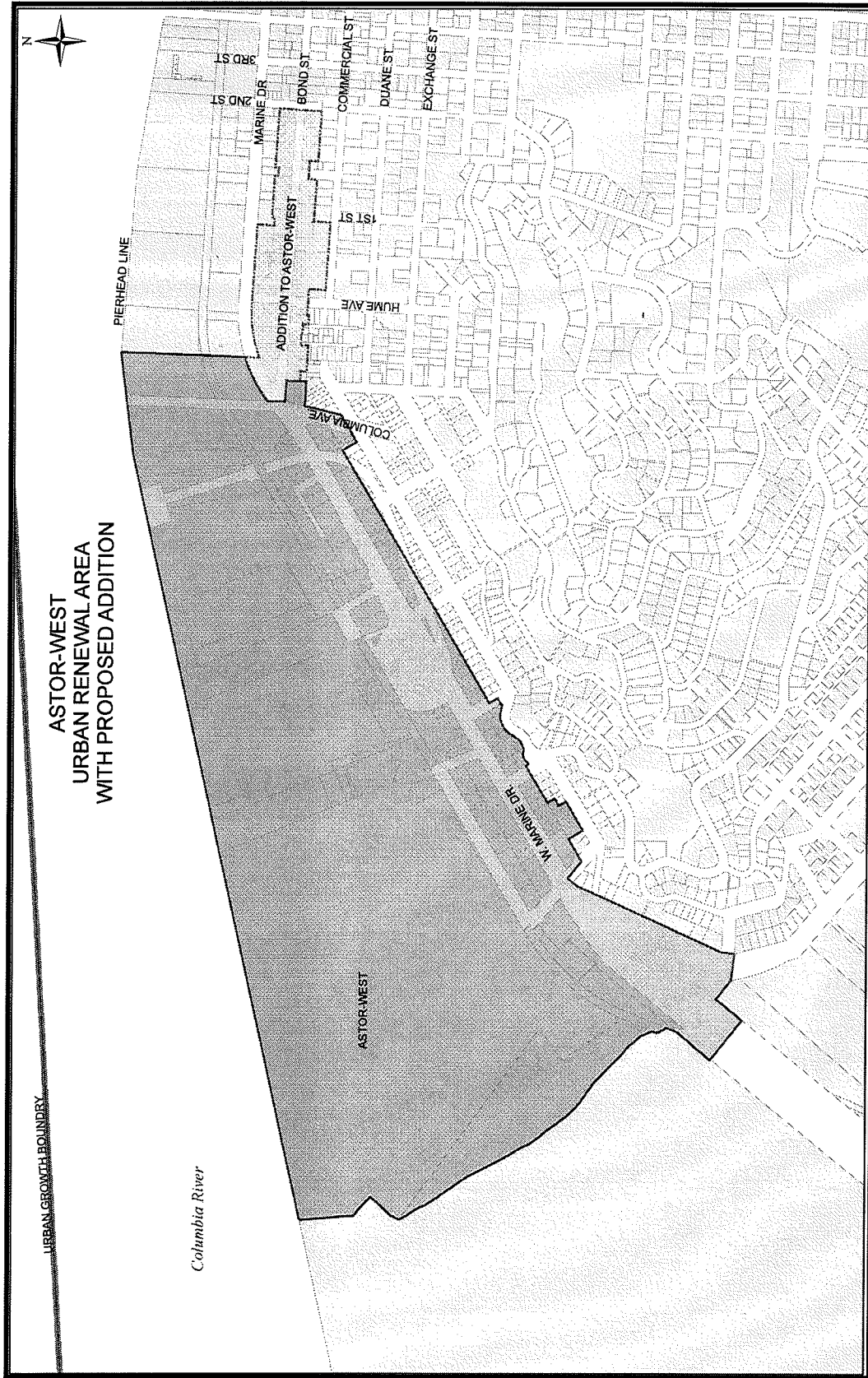
Attachments:

1. Map: Amendment Area
2. Map: Astor-West Urban Renewal Area after Amendment
3. Astor-West Urban Renewal Area Plan First Amendment
4. Report on the Astor-West Urban Renewal Plan First Amendment

Attachment 1: Area to Be Added



Attachment 2. Astor-West Urban Renewal Plan Boundary after Amendment





CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

October 31, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESOLUTION AMENDING FEE SCHEDULE FOR ASTORIA AQUATIC CENTER

**DISCUSSION**

The mission of the Astoria Parks and Recreation Department is to provide lifelong learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities that inspire and bring neighbors together. To assist in achieving the goal of increasing recreational opportunities for youth it is proposed that a rental rate for youth swim teams to practice be adopted.

Swimming provides recreation, and therefore better health. It offers safety from drowning, the opportunity for mastering a skill and a place to interact socially. Children who learn to swim early, not only have a safety benefit non-swimming children lack, but an opportunity to enrich their lives through recreation. Incorporating a lifelong leisure activity such as swimming at a young age will improve the children's health as only one-quarter (24.8%) of youth are engaged in moderate-to-vigorous physical activity for at least 60 minutes daily. While obesity and the onset of type 2 Diabetes in youth continues to rise and school and community based youth athletics are often a child's only outlet for physical activity.

The Astoria Aquatic Center partners with the Astoria School District and the North Coast Swim Club to provide space within the lap pool for their youth swim team members to practice. The Astoria Aquatic Center's current lane rental fee is \$25.00 per lane per hour, however with daily practices lasting several hours neither the Astoria School District nor the North Coast Swim Club can afford the \$25.00 per hour rate.

In order to keep the Astoria Aquatic Center accessible to our community's youth, it is suggested that in addition to our current \$25 per lane per hour rental fee an additional rental option specifically for youth swim teams to practice be added to the fee resolution at a reduced rate of \$5 per lane per hour. It is proposed that this additional rate be effective November 8, 2016, and that the Youth Swim Team Lane Rental be contingent



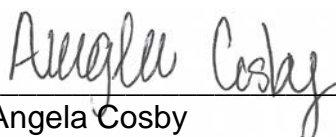
upon the rented space being used by youth swim teams for the purpose of practicing for a minimum of one hundred hours per year, and all participants purchasing a monthly or daily pass. Following this increase, it is proposed that the Youth Swim Team Lane Rental Fee be increased to \$10 per lane per hour effective November 1, 2017. A subsequent increase request will be brought to Council next year.

The current and proposed Astoria Aquatic Center Fees are shown below:

AQUATIC CENTER	CURRENT	PROPOSED	NOTES
<u>Drop In</u>			
Youth	\$5.50	No Change	
Adult	\$7.50	No Change	
Family	\$18.00	No Change	
<u>Aquatic Center Monthly Pass</u>			
	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>	
Youth & Senior	\$50.00	\$40.00	No Change
Adult	\$60.00	\$50.00	No Change
Family	\$80.00	\$70.00	No Change
<u>Joint Aqua Center &amp; Rec Center Monthly Pass</u>			
	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>	
Youth & Senior	N/A	N/A	No Change
Adult	\$80.00	\$70.00	No Change
Family	\$100.00	\$90.00	No Change
<u>Punch Pass Redemption</u>			
Youth & Senior	\$5.00	No Change	*The sale of punch passes have been discontinued. However, previously sold passes are still honored at the listed redemption rates.
Adult	\$7.00	No Change	
Family	\$18.00	No Change	
<u>Swim Lessons</u>			
Group Lessons	\$50.00	No Change	
Private Lessons	\$155.00	No Change	
<u>Monthly Locker Rentals</u>			
	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>	
	\$15.00	\$5.00	No Change
<u>Rentals/Misc.</u>			
Lane rental (per lane, per hr.)	\$25.00	No Change	*Includes admission for up to 5 individuals
Youth Swim Team Lane Rental (per lane, per hour)		\$5.00	*Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass.
After hours rental (per hr., min. 4 hrs.)	\$175.00	No Change	
Showers	\$3.00	No Change	
	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>	
Towel Rental	\$3.00	\$0.00	No Change
Birthday Party (lobby rental, 20 guests)	\$150.00	No Change	

## **RECOMMENDATION**

It is recommended that City Council authorize this fee schedule edit for this year's proposal, in order to increase youth swim team's access to the Astoria Aquatic Center.

By:   
 Angela Cosby  
 Director of Parks & Recreation

RESOLUTION NO. 16-\_\_\_\_\_

A RESOLUTION OF THE CITY OF ASTORIA RELATING TO FEES FOR SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

Section 1 Authority for Fees. The various departments of the City incur expenses in searching for and furnishing copies of records, reports and documents, and providing special services for private individuals and private concerns. The City Council deems it advisable, for the efficient conduct of the affairs of the various departments, that reasonable fees be charged for furnishing such records, reports, documents and services. A deposit may be requested in advance of providing the requested information.

Section 2. Schedule of Fees. The fee schedules for the various Departments of the City of Astoria are attached to this Resolution and identified as follows:

**INDEX**

<u>Schedule</u>	<u>Department</u>	<u>Pages</u>
A	Building Inspection.....	A1 – A7
B	City Administration.....	B1
C	Community Development Department.....	C1 – C2
D	Fire Department.....	D1
E	Library.....	E1
F	Parks and Recreation Department	
	• Aquatic Center Fees .....	F1
	• Maritime Memorial Fees.....	F2
	• Ocean View Cemetery Fees .....	F3
	• Recreation Division Rental Fees.....	F4
	• Astoria Column.....	F5
G	Police Department .....	G1
H	Public Works/Engineering Department.....	H1 – H2

Section 3. Application of Fees. The fees shall be charged whether the request for the service is made in person, by telephone or in writing.

Section 4. Exceptions to the Payment. No law enforcement agency, Civil Service Commission or department of the Armed Forces is required to pay the fees established in Section 1 of this resolution.

Section 5. Fees Remitted to Finance Department. Fees collected under the provisions of this resolution shall be remitted to the Finance Department. The Finance Director shall deposit the fees received in the appropriate established fund.

Section 6. Repeal. Resolution No. 15-29 adopted December 7, 2015 is repealed.

Section 7. Effective Date. The provisions of this resolution shall be effective November 8, 2016.

ADOPTED BY THE CITY COUNCIL THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2016.

APPROVED BY THE MAYOR THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2016.

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Mayor

ATTEST:

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City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner Nemlowill			
Ward 2 Vacant			
Price			
Warr			
Mayor LaMear			

## Building Inspection Schedule A

<b>CITY OF ASTORIA MECHANICAL PERMIT FEES</b>	
<b>Fee Description</b>	<b>Fees</b>
Plan Check Fees	25% of mechanical permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Permit Fees for One- and Two-Family Dwellings:  Mechanical Equipment:* Clothes dryer, exhaust fan, kitchen hood Fuel burning (incl. vents, chimney, flues, etc) All other appliances and equipment  Gas Piping: One to four outlets Additional outlets (each)  Alteration to mechanical equipment or system  <i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i>  <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i>	\$15.00 each \$30.00 each \$30.00 each  \$12.00 \$ 2.50 each  \$24.00
Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i>  \$1 - \$2,000  \$2,001 - \$25,000  \$25,001 - \$50,000  \$50,001 - \$100,000  \$100,001 and up	\$65.00 minimum  \$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof  \$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof  \$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof  \$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA  
MECHANICAL PERMIT FEES**

Fee Description	Fees
<b>Additional Plan Review Fee</b> <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	\$65.00/hr (minimum charge \$65.00)
<b>Inspections for Which No Fee is Specifically Indicated</b>	\$65.00/hr (\$65.00 minimum)
<b>Inspections Outside of Normal Business Hours</b>	\$65.00/hr (\$65.00 minimum)
<b>Permit Renewal (Expired Permit Reinstatement Fee)</b> <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
<b>Investigation Fee – Expired Permits</b> <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr (minimum charge \$65.00)
<b>Re-inspection Fee</b>	\$65.00 each
<b>Investigation Fee A</b> <i>Low effort to determine compliance.</i>	\$97.50
<b>Investigation Fee B</b> <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
<b>Investigation Fee C</b> <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
<b>State Surcharge and Training Fees*</b> <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee

**CITY OF ASTORIA  
PLUMBING PERMIT FEES**

Fee Description	Fees
Plan Check Fees	25% of plumbing permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Commercial, Industrial and Multi-Family Residential Permits, and Alterations to Existing One and Two-Family Dwelling Systems*	\$175.00
* Fixtures include: water closet, lavatory, tub/shower, sink, bidet, laundry tubs, disposal, dishwasher, clothes washer, water heater, floor sink/drain, through drain, drinking fountain, hose bib, sump pump/ejector, urinal, roof drain/overflow, catch basin, interceptor/grease trap, dental units and receptors.	\$20.00 per fixture
One or Two-Family Dwelling, New Construction : *	
<i>Fee includes first 100 feet of water, storm and sewer service</i>	
One bathroom	\$213.00
Two bathrooms	\$282.00
Three bathrooms	\$351.00
Each additional bathroom above three & kitchen above one	\$69.00
Fixture	\$20.00 each
*Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems.	
Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	\$65.00/hr (minimum charge \$65.00)
Expired Application Processing Fee <i>Hourly rate charged for actual time spent processing and reviewing applications for which a permit is never issued.</i>  <i>Credit is given for paid plan check fees.</i>	\$65.00/hr (minimum charge \$65.00)
Water Heater Permit, One and Two-Family Residential Only <i>Replacement of water heater of similar size and location that it is replacing. (Includes one inspection)</i>	\$65.00
Inspections for Which No Fee is Specifically Indicated	\$65.00/ea
Inspections Outside of Normal Business Hours	\$65.00/hr (1.5 hr minimum)
Medical Gas System <i>Calculate the total value of system equipment and installation costs, including but not limited to inlets, outlets, fixtures and appliances. Apply the value of work to the medical gas system permit fee table below.</i>	
\$1 - \$2,000	\$65.00 minimum
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA  
PLUMBING PERMIT FEES**

Fee Description	Fees
Miscellaneous Permits: Reverse plumbing Solar units (potable water) Swimming pool piping to equipment	\$61.00 \$65.00 \$65.00
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permit <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
Re-inspection Fee	\$65.00/ea
Removal, Abandonment, or Cap Off of Fixtures as Listed Above	\$ per fixture
Sanitary Service:  First 100 feet  Each additional 100 feet or fraction thereof	\$48.00  \$26.00
Storm Sewer Service:  First 100 feet  Each additional 100 feet or fraction thereof	\$48.00  \$26.00
Water Service:  First 100 feet  Each additional 100 feet or fraction thereof	\$48.00  \$26.00
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work Order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee.

**CITY OF ASTORIA  
STRUCTURAL PERMIT FEES**

Fee Description	Fee
<p><b>Building Permit Fees:</b></p> <p>The International Code Council Building Valuation Data Table, current as of April 1 each year, is used to calculate the project value and is based on the type of construction and proposed building use. Project value is then applied to the table below to determine the building permit fee.</p> <p>Use total value of construction work determined above to calculate the Building Permit Fee below:</p> <p style="padding-left: 40px;">\$1 - \$2,000</p> <p style="padding-left: 40px;">\$2,001 - \$25,000</p> <p style="padding-left: 40px;">\$25,001 - \$50,000</p> <p style="padding-left: 40px;">\$50,001 - \$100,000</p> <p style="padding-left: 40px;">\$100,001 and up</p> <p><i>*Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and the contractor's profit as determined by the Building Official.</i></p>	<p>\$65.00 minimum fee</p> <p>\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof</p> <p>\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof</p> <p>\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof</p> <p>\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof</p>
<p><b>Building Plan Check Fee</b></p>	<p>65% of building permit fees</p>
<p><b>Manufactured Dwelling Permits:</b></p> <p style="padding-left: 40px;"><b>Installation permit</b> <i>Fee includes: concrete slab, code compliant runners or foundations, electrical feeder, first 100 lineal feet of plumbing connections, all cross-over connections and Administrative fee.</i></p> <p style="padding-left: 40px;">•*Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</p> <p style="padding-left: 40px;">•Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check &amp; Inspection Fee section of this Schedule.</p>	<p>\$190.00* includes Administrative fee</p>
<p><b>Additional Plan Review Fee</b> <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p>	<p>\$65.00/hr One hour minimum</p>
<p><b>Alternative Materials and Methods</b> <i>Hourly rate charged per person involved in review.</i></p>	<p>\$65.00/hr</p>
<p><b>Building Demolition Permit Fee</b></p>	<p>Apply Building Permit Fees (above) based on total project value. Minimum fee \$65.00/hr. One hour minimum.</p>



## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
<b>Residential Fire Sprinklers</b> <i>Fee includes inspections and plan review</i>  <i>Fee determined by square footage of work covered.</i>  0 to 2,000 sq ft 2,001 to 3600 sq ft 3,601 to 7,200 sq ft >7,200 sq ft	     \$150.00 \$200.00 \$300.00 \$400.00
<b>Expired Application Processing Fee</b> <i>Hourly rate charged for actual time spent processing and reviewing applications for permits that are never issued.</i>  <i>Credit is given for paid plan check fees.</i>	\$65.00/hr
<b>Fire/Life Safety (F/LS) Plan Check Fee</b>	40% of building permit fees when F/LS plan review is required
<b>Foundation Only Permit</b>	Apply Building Permit fees (above) based on 20% of total project value + deferred fee
<b>Inspections for Which No Fee is Specifically Indicated</b>	\$65.00/hr One hour minimum
<b>Inspections Outside of Normal Business Hours</b>	\$65.00/hr One hour minimum
<b>Permit Extension (first one free)</b>	\$50.00
<b>Permit Renewal (Expired Permit Reinstatement Fee)</b> <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed, you must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
<b>Investigation Fee – Expired Permits</b> <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
<b>Phased Permit Fee</b> <i>Coordination fee charged in addition to normal plan review and permit fees; base fee includes required predevelopment meeting.</i>  <i>Fee assessed on each phase of a project</i>	\$275.00 + 10% of the total building permit fee for each phase of work. Not to exceed \$1,500 for each phase
<b>Re-inspection Fee</b>	\$65.00/hr
<b>Change of Occupancy Permit/No other work being done</b>	\$65.00/hr
<b>Commercial Deferred Submittal Fee</b>	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
Residential Deferred Submittal Fee	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150
<p>Solar Installation Permit</p> <p>Installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code</p> <p>All other installations  <i>*Valuation includes structural elements of solar panels including racking, mounting elements, rails, and the cost of labor to install. Valuation does not include the cost of solar equipment, including collector panels and inverters.</i></p> <p><i>Separate electrical fees also apply.</i></p>	<p>\$99.00 includes one inspection</p> <p>Apply building permit fees (above)</p> <p>Additional Inspections \$65 each</p>
Temporary Certificate of Occupancy – Residential – first 30 day - free	\$65.00
Temporary Certificate of Occupancy – Commercial – first 30 day - free	\$100.00
Appeal to City Council	\$25.00
<p>School District Construction Excise Tax  <i>(Authorized by ORS 320.170 thru ORS 320.189)</i></p> <p><i>Applies to construction within Astoria School District in the City of Astoria.</i></p>	The construction excise tax is assessed as a dollar rate per square foot of construction which is collected by the City of Astoria and forwarded to the school district assessing the tax for capital improvement project funding.
<p>Investigation Fee A  <i>Low effort to deter-mine compliance.</i></p>	\$97.50
<p>Investigation Fee B  <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days</i></p>	\$130.00
<p>Investigation Fee C  <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i></p>	\$250.00 or hourly rate whichever is greater
<p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p>	Per State established fee.

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**City Administration  
Schedule B**

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Astoria City Code.....	\$ 30.00
Budget Detail .....	\$ 8.00
Budget Document.....	\$ 8.00
City Council agendas and minutes subscription rate by mail.....	\$ 3.50/issue or \$ 42.00/year
By e-mail .....	No charge
(Effective 1/1/98 - no charge to press, government agencies, or one per Neighborhood Association)	
Copy of any code or publication purchased by the City for resale.....	\$ 0.30/page
Copy of any ordinance, resolution or report, already prepared and stock on hand, or photocopy.....	\$ 0.30/page
Copy of tape recording of meeting.....	\$ 15.00/tape
NSF (Non-Sufficient Fund) Check Fee .....	\$ 15.00
One-time, special event liquor license application .....	\$ 25.00
Parking Lot Fees	
13th Street Parking Lot.....	\$ 30.00/month
US Bank Parking Lot Spaces.....	\$ 27.00/month
Record search and review for exempt material .....	\$ 15.00 to \$ 30.00/hour
(hourly wage plus fringe benefits)	
Transportation Services Vehicle Fee .....	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application (\$35.00) plus processing fee (\$15.00) .....	\$ 50.00

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**Community Development Department  
Schedule C**

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Astoria Planning Commission, Historic Landmarks .....\$ 3.50/issue or  
 Commission, or Design Review Committee agendas \$ 42.00/year  
 and minutes subscription rate by mail  
 By e-mail ..... No charge  
 (No charge to press, government agencies, or one per  
 Neighborhood Association).

Copy of Development Code.....\$ 35.00

Copy of Comprehensive Plan.....\$ 35.00

Copy of Land Use & Zoning Map (approximately 6 square feet) .....\$ 6.00

Copy of Land Use & Zoning Map (approximately 20 square feet) .....\$ 20.00

Postage and handling for mailing Development Code or  
 Comprehensive Plan, each .....\$ 10.00

Postage and handling for mailing 20 square foot Zoning map.....\$ 3.50

Copy of audio tapes, each.....\$ 20.00

Copy of CD's, each.....\$ 10.00

**Permit Applications**

Accessory Dwelling Unit Permit.....\$ 50.00

Amendment to Comprehensive Plan or Development Code .....\$400.00

Amendment to Existing Permit ..... Same fee as  
 existing permit fee

Appeal .....\$250.00

Class B Home Occupation .....\$100.00

Conditional Use .....\$250.00

Conditional Use – Temporary Use Renewal.....\$100.00

Demolition or Moving (Historic).....\$100.00

Design Review.....	\$250.00
Exterior Alteration (Historic).....	\$100.00
Historic Designation.....	\$ 50.00
Lot Line Adjustment.....	\$ 50.00
Major or Minor Partition (in addition to fees noted in Development Code 13.720).....	\$100.00 + actual costs
Measure 37 Claim Application.....	\$250.00
Miscellaneous Review.....	\$100.00 Admin
.....	\$250.00 APC/HLC
New Construction (Historic).....	\$100.00
Parking Exemption.....	\$ 100.00
Permit Extensions.....	\$100.00
Planned Development.....	\$300.00 + actual costs
Retail Street Vendor.....	\$100.00
Satellite Dish/Commercial.....	\$100.00
Sign Permits (not requiring building permit).....	\$ 10.00 - \$40.00
Subdivision (in addition to fees noted in Development Code 13.720).....	\$150.00 + actual costs
Variance (Administrative or for Planning Commission).....	\$150.00 Admin
.....	\$250.00 APC
Wireless Communication Facility Application.....	\$3,000.00
Wireless Communication Facility additional non-refundable fee for After-the-Fact Application.....	\$1,000.00

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**Fire Department  
Schedule D**

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Any Fire Department record (including fire report/  
investigation report.....\$ 10.00

Burn barrel permit fee, initial inspection by Department for  
2 year permit.....\$ 50.00

Renewal of permit for additional 2 years thereafter.....\$ 35.00

Special burn permit fee-issues for no more than a one week period .....\$ 35.00

The Fire Department will offer fire safety inspection to all City  
businesses free of charge once every other year. If inspection of a  
business results in findings of fire hazards,

A second inspection to survey mitigation of hazard .....\$ 25.00

If a third inspection is necessary to check for hazards.....\$ 50.00

The City of Astoria will administer a cost-recovery program to  
recover costs from those incidents that require services  
from the Astoria Fire Department on its transportation route and in  
areas where there is no other fire service protection.

Residents, business owners, and/or taxpayers of the City of Astoria  
and its service-contract areas (Tongue Point Job Corps), and any  
citizens of areas where the Astoria Fire Department has mutual aid  
agreements will not be billed for services as described in this  
program.

Rates for recovering costs shall be those established in accordance  
with the Oregon State Fire Marshal's standardized costs schedule  
as specified in ORS 478.310(2)(a), and as hereinafter amended.

Fees will be based on both direct (apparatus, personnel, and  
miscellaneous supplies and services) and indirect (billing and  
collection costs). No fees will be charged for the direct provision of  
emergency medical treatment and supplies.

Charges to all parties will include a minimum 30-minute response  
charge.

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## **Astoria Public Library Schedule E**

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1. Overdue Materials
  - (a) After due date, items are rented for 50 cents per day (25 cents for children's books) until the 60th day.
  - (b) Audiovisual materials (CDs and videos) are rented at \$1.50 per day after the seventh night.
  
2. Subscribing Library Family Fee (persons who reside outside of Astoria city limits).
  - (a) \$33.00 for a six-month period.
  - (b) \$60.00 for a 12-month period.
  - (c) If family moves out of Astoria metropolitan area, a refund of \$3.00 per unused full month will be approved, less any fees owed.
  - (d) \$15.00 for a 12-month "Kids' Cards" for children 12 years and under to borrow children's materials only.
  - (e) Non-resident owners of property within the City, and members of their households, are eligible to have free library borrowers cards by annually showing proof of having paid Astoria property taxes.
  
3. Interlibrary Loan - \$10.00 per item received by mail.
  
4. Microfilm Printer - 15 cents per sheet.
  
5. Laminated Borrowers Card Replacement - \$6.00.
  
6. Damage Fees
  - (a) Slight damage - \$3.00.
  - (b) Extensive damage or loss - replacement cost plus \$3.00 processing fee, or bring duplicate item.
  
7. Transient Borrowers Privileges - (available to visitors staying in area motels, hotels, campgrounds and boat basins):
  - (a) Transient borrower card - \$25.00.
  - (b) Deposit per item borrowed - \$25.00.
  
8. Flag Room Rental
  - (a) Library Programs and Programs sponsored by the City of Astoria-room use is free.
  - (b) Non-profit groups/organizations and private groups - \$20.00 per hour.
  - (c) Business and Commercial Entities Meetings - \$35.00 per hour.

**Parks and Recreation Department  
Astoria Aquatic Center  
Schedule F1**

**Drop In**

Youth .....	\$5.50
Adult .....	\$7.50
Family.....	\$18.00

**Aquatic Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	\$50.00	\$40.00
Family.....	\$60.00	\$50.00
Adult .....	\$80.00	\$70.00

**Joint Aqua Center & Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	N/A	N/A
Adult .....	\$80.00	\$70.00
Family.....	\$100.00	\$90.00

**Punch Pass Redemption**

Youth .....	\$5.00
Adult .....	\$7.00
Family.....	\$18.00

*\*The sale of punch passes have been discontinued; however, previously sold passes are still honored at the listed redemption*

**Swim Lessons**

Group Lessons.....	\$50.00
Private Lessons.....	\$150.00

**Monthly Locker Rentals**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
.....	\$15.00	\$5.00

**Rentals/Misc.**

Lane rental (per lane, per hr.) .....	\$25.00
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*\*Includes admission for up to 5 individuals*

**Youth Swim Team Lane Rental (per lane, per hr) ..... \$5.00**

*\*Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass (effective 11/8/16)*

After hours rental (per hr., min. 4 hrs.).....	\$175.00
Showers .....	\$3.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Towel Rental .....	\$3.00	\$0.00

Birthday Party (lobby rental, 20 guests).....	\$150.00
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**Parks and Recreation Department  
Astoria Maritime Memorial  
Schedule F2**

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**Fee for one engraved memorial 4" x 12"**

**Standard Fee without customized graphic..... \$500.00**

**Name of person limited to 18 characters, including spaces**

- Inscription is limited to 23 characters, including spaces
- Optional: small stock graphic illustration or second line of Inscription limited to 23 characters, including spaces

**Fee for Customized Graphic/Art Work ..... \$150.00**

- Includes customized graphic illustration/artwork (other than stock artwork that has already been engraved on the Memorial Wall)

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**Parks and Recreation Department  
Oceanview Cemetery  
Schedule F3**

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<u>Graves-Ground Only (w/perpetual care)</u>	
Infant/Child plots.....	\$212
Block 68, Cremation only.....	\$390
All other blocks .....	\$1,169
 <u>Interments</u>	
Adult (opening and closing) .....	\$1,169
Cremation .....	\$584
Cremated remains (Saturdays).....	\$169
Adult, Saturdays .....	\$339
Late funerals (after 3:00 pm) add'l/hr.....	\$68
 <u>Disinterment</u>	
Adult .....	\$551
Child under 7 .....	\$424
Cremated remains removed .....	\$169
 <u>Liner and Installation</u>	
Liner Fee .....	\$339
 <u>Monument/Marker Permits</u>	
Monument Permit (Not over 62" in length).....	\$203
Marker Permit-Double (2 people) .....	\$169
Marker Permit-Single.....	\$136
Marker Permit-Veteran .....	\$68
Marker Permit-Baby grave cover .....	\$85
 <u>Casket Burial</u> .....	 \$2,812
 <u>Cremation</u> .....	 \$1,110
Other Work .....	Cost +25%
Chapel Reservation .....	\$75/hr.

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**Parks and Recreation Department  
Astoria Recreation Division Rental Fees  
Schedule F4**

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FACILITY RENTALS	Non-Profit			Less than 25 (Private Use)			More than 25+ (Commercial/Event Use)		
	Per Hour	1/2 Day	Day	Per Hour	Per 1/2 Day	Per Day	Per Hour	Per 1/2 Day	Per Day
<b><u>Community Halls</u></b>									
Shively Hall	50% off on weekdays			\$39	\$109	\$159	\$69	\$209	\$299
Alderbrook Hall	50% off on weekdays			\$29	\$89	\$119	\$59	\$179	\$239
ARC Classroom	50% off on weekdays			\$29	\$89	\$149	\$69	\$199	\$319
ARC East Wing	50% off on weekdays			\$89	\$209	\$349	\$159	\$299	\$499
<b><u>Special Events/Park Rentals</u></b>	No Discount			\$45	\$180	\$360	\$65	\$260	\$520
<b><u>Fields &amp; Courts</u></b>									
Tennis Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Basketball Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Fields				\$12/hour/2 hour minimum					
<b><u>Concession Stand Rental</u></b>				\$75/day/site					

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***Parks and Recreation Department  
Astoria Column  
Schedule F5***

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Annual Parking Pass .....\$5.00

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**Police Department  
Schedule G**

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Unless otherwise stated, Police Department hourly charges are billed in 30 minute increments. Deposit prior to copying may be required.

Arrest record, per name.....	\$ 6.00
Attorneys fees for consultation .....	\$150.00/hour
Certified (notarized) copy of police records \$5.00 for each page (single sheet or back-to-back).....	\$ 6.00
Copy of audio recording minimum charge .....	\$ 35.00/hour
Copy of Communications Center log .....	\$ 6.00/page
Copy of photograph (4" x 5") .....	\$ 6.00
Copy of photograph (8" x 10") .....	\$ 12.00
Copy of police report .....	\$ 15.00
Copy of video recording minimum charge .....	\$ 35.00/hour
Fingerprints for individuals who retain cards .....	\$ 6.00/card
Fingerprints forwarded by police .....	\$ 17.00
Additional fingerprint cards .....	\$ 6.00/each
Impound vehicle release .....	\$100.00
Police Officer – special events minimum charge .....	\$ 40.00/hour
Additional charge made for equipment and vehicle	
Staff review of public records.....	\$ 35.00/hour
Vehicle identification number inspection.....	\$ 35.00

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**Public Works/Engineering  
Schedule H**

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Application to Purchase City Property .....		\$125.00
Appraisal to Purchase City Property.....		\$450.00
Custom Mapping .....		\$ 25.00/hour
Legal or letter size prints, each.....		\$ 0.30
Precut 18" x 24" large format copies .....		\$ 3.00
Precut 24" x 36" large format copies .....		\$ 5.00
Various size large format copies: Per square foot.....		\$ 1.00
Disk copies of topo (3½ Floppy) .....		\$ 10.00
Disk copies of topo (Zip Disk).....		\$ 20.00
Driveway permit.....		\$ 20.00
Grading and Erosion Control Permit Fees		
Permits up to but not exceeding .....	5,000 Square Feet .....	\$ 20.00
	..... 10,000 Square Feet .....	\$ 40.00
	..... 15,000 Square Feet .....	\$ 60.00
	..... 20,000 Square Feet .....	\$ 80.00
	..... 25,000 Square Feet .....	\$100.00
	..... 30,000 Square Feet .....	\$120.00
	..... 35,000 Square Feet .....	\$140.00
Permits up to but not exceeding 1 acre....	43,560 Square Feet .....	\$160.00
Permits exceeding 1 acre .....	43,560 Square Feet .....	\$180.00
Permit extensions beyond 180 days .....		\$ 10.00
Garden permit -- on City Property .....		\$ 6.00
License to Occupy .....		\$125.00
Petition to Vacate Right-of-Way.....		\$150.00
Street Excavation Permit Fee and Deposit Fee:		
		<u>Deposit</u>
Paved street 1 to 25 square feet .....	\$ 50.00 .....	\$ 10.00
over 25 square feet .....	\$100.00 .....	\$ 10.00
	\$ 2.00 per sq. ft.	
	over 25 sq. ft	
Graveled street.....	\$ 30.00.....	\$ 10.00

Deposit to be returned upon satisfactory restoration of the street excavation. Permits shall be furnished by the City of Astoria outlining the conditions of the permits established by the City Engineer. Each permit shall be signed by the City Engineer.

#### PUBLIC WORKS DEPARTMENT

Water and sewer fees are established in specific resolutions that are periodically updated and reissued. Water and sewer resolutions and fee information are available from the Public Works Department at (503) 388-5173.



CITY OF ASTORIA  
Founded 1811 • Incorporated 1856

October 31, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AQUATIC CENTER USE AGREEMENT BETWEEN TONGUE POINT  
JOB CORPS CENTER AND THE CITY OF ASTORIA

**DISCUSSION**

Understanding the benefits of recreation for youth and adolescents the Tongue Point Job Corps Center has contacted the City of Astoria's Parks and Recreation Department to partner in increasing access to the Astoria Aquatic Center for its students.

An evidence based study "The Rationale for Recreation Services for Youth" published by the National Parks and Recreation Association in 2010 demonstrates that when adolescents are exposed to recreation, they experience short term, intermediate, and long outcomes with meaningful impacts.

Short term outcomes of adolescents exposed to recreation activities are:

- Increase self-awareness
- Increase valuing of leisure
- Increase personal responsibility toward healthy leisure
- Increase positive forms of motivation
- Increase ability to overcome constraints
- Increase knowledge of resources in the community

Intermediate outcomes of adolescents exposed to recreation activities are:

- Decreased boredom and increased interests
- Participation in new activities
- Participation in healthy activities

Long Term outcomes of adolescents exposed to recreation activities are:

- Mitigate onset of substance use and reduce levels of substance use

The study found that these short term, intermediate and long term outcomes accumulate to increase adolescent's chances of successful maturation into productive adulthood and decreased the chance of adolescents becoming addicted.



The mission of the Astoria Parks and Recreation Department is to provide lifelong learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities that inspire and bring neighbors together. To assist in achieving the goal of increasing recreational opportunity for youth and to provide the students at the Tongue Point Job Corps Center with the outcomes and impacts of recreation it is proposed that Aquatic Center Use Agreement with Tongue Point Job Corps Center be adopted.

A Pool Use Agreement has been drafted and approved by City Attorney Henningsgaard and provides students of Tongue Point Job Corps Center admission to the Astoria Aquatic Center without charge. In return, Tongue Point Job Corps Center will pay the City of Astoria the "youth drop-in" admission cost for each service rendered on a quarterly basis.

### **RECOMMENDATION**

It is recommended that City Council authorize this Pool Use Agreement with Tongue Point Job Corps.

By: Angela Cosby  
Angela Cosby  
Director of Parks & Recreation

## Pool Use Agreement

This Pool Use Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2016 (the “**Effective Date**”), is by and between City of Astoria, Oregon (the “**City**”) and Tongue Point Job Corps Center (“**Tongue Point**”).

The City operates and maintains a public swimming pool facility (the “**Facility**”) and charges fees for the use of the Facility. Tongue Point wishes to increase the access to swimming facilities for students of Tongue Point Job Corps by paying their usage fees as provided in this Agreement. The City is willing to allow Tongue Point to pay the fees for those students’ use of the Facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the City and Tongue Point (hereinafter, collectively, the “**Parties**”, or each, individually, a “**Party**”) agree as follows:

1. Pool Use Program. The pool use program described below (the “**Program**”) will be available to “**Qualified Users**” from Tongue Point Job Corps. For purposes of this agreement **Qualified Users** are students of Tongue Point Job Corps who have been identified by Tongue Point. The Program will operate as follows:
  - A. The Facility will allow a Qualified User admission to the Facility without charge for any of the Astoria Aquatic Center’s standard “Drop-In”. While this Agreement is in effect, the City will bill Tongue Point for, and Tongue Point will pay, the amount such Qualified Users would have otherwise been charged for their Covered Swimming. The City will not charge Tongue Point more than the published Youth rates charged to the general public for Covered Swimming activities. If the City increases its published rates, it must provide Tongue Point written notice of such change at least 30 days before the City can begin charging Tongue Point at the increased rates.
  - B. Before permitting any person to engage in Covered Swimming, the facility will require that person to provide a Tongue Point issued student ID. The facility will then verify they are a Qualified User by matching the name on a list provided by Tongue Point. Tongue Point will notify the Facility, as necessary, if a student is no longer a Qualified User.
  - C. The Program will follow the Astoria Aquatic Center’s normal business hours and will not interfere with designated swim times for other groups or organizations.
  - D. The Program will not cover, and Tongue Point Job Corps will not pay for, swim lessons, private swim lessons, private parties, memberships, monthly passes, punch cards, food, drink or merchandise sold by the Astoria Aquatic Center.
2. Fees and Billing. The City will invoice the Tongue Point Job Corps on a quarterly basis for the amounts Qualified Users would have otherwise been charged for their Covered Swimming during the previous quarter. With each quarterly billing invoice, the City will provide Tongue Point with a

report of Qualified User's visits associated with the bill. Tongue Point will pay each invoice within 30 days of receipt, unless it provides written notice to the Astoria Aquatic Center that it is contesting the invoice.

3. Term, Termination and Survival. This Agreement shall commence as of the Effective Date and shall continue thereafter until terminated pursuant to this Section 3. Either Party may terminate this Agreement at any time without cause, effective upon written notice to the other Party, and without liability except for required payment for services rendered prior to the termination date.
4. Independent Contractor. It is understood and acknowledged that the Program which the City provides under this Agreement will be in the nature and capacity of an independent contractor and not as an employee or agent of Tongue Point.
5. Indemnification. To the extent allowed by the Oregon Constitution and within the limits of municipal liability set forth in ORS 30.272 and OR 20.273, the City shall indemnify, defend and hold harmless Tongue Point and its officers, employees, and agents (collectively, "**Indemnified Party**") against all losses, damages, liabilities, claims, and expenses of whatever kind, including attorneys' fees (collectively, "**Losses**") arising out of any claim of a third party related to the Program or use of the Facility, and arising out of or occurring in connection with the negligence, willful misconduct, or breach of this Agreement by the City or its directors, officers, employees, and agents. The City shall not enter into any settlement with regard to any such Losses without Tongue Point's or Indemnified Party's prior written consent.

Tongue Point and its trustees shall indemnify, defend and hold harmless the City its officers, employees, and agents (collectively, "**Indemnified Party**" against all losses, damages, liabilities, claims, and expenses of whatever kind, including attorneys' fees (collectively, "**Losses**") arising out of or resulting from any claim of a third party related to the Program or use of the Facility, and arising out of or occurring in connection with the negligence or willful misconduct of any qualified user. Tongue Point shall not enter into any settlement with regard to any such Losses without the City's or the Indemnified Party's prior written consent.

6. Attorney's Fees. To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.
7. Compliance with Law. The Astoria Aquatic Center is in compliance with and shall comply with all applicable laws, regulations and ordinances. The Astoria Aquatic Center has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
8. Non-discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. Tongue Point shall comply with this policy with respect to this program.

9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
10. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to Tongue Point:	Tongue Point Job Corps Center 37573 Old Highway 30 Astoria, OR 97103. Email: Lickfold.Charity@jobcorps.org Attention: Charity Lickfold
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Notice to the City of Astoria	City Manager 1095 Duane Street Astoria, OR 97103 Email: <a href="mailto:bestes@astoria.or.us">bestes@astoria.or.us</a> Attention: Brett Estes
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11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
12. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.
13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. Assignment. Neither party shall assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No

assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
17. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and are to be construed in accordance with, the laws of the State of Oregon, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oregon. Venue for any dispute concerning this agreement shall be the Circuit Court of the State of Oregon for Clatsop County.
18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**Tongue Point Job Corps Center**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Astoria, Oregon**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



October 31, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CONSULTANT SERVICES – LIBRARY ROOF REPLACEMENT

**DISCUSSION/ANALYSIS**

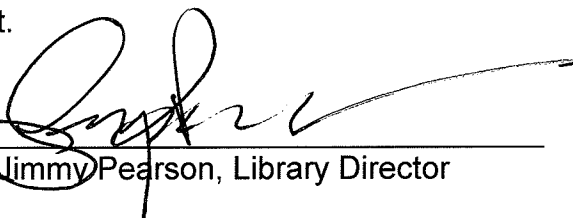
On February 19, 2016 McBride Architecture provided the City of Astoria an evaluation of the current Library Roof and Mechanical Systems. The findings suggest an overwhelming need to replace the current roof. The City Council approved \$280,000 for roof replacement in the adopted budget beginning July 1, 2016.

The current Library Director, in consultation with Ken Cook, Public Works Director, requested and received an updated proposal from McBride Architecture for management of the project. The amount for services is \$17,900. McBride will manage the project to include budgeting, construction documentation, develop all documents for bidding, and provide construction documentation. Please refer to the full proposal for further details.

Per recommendation of the consultant, the project would need to be bid in February/March of 2017 for a target of May 2017 for construction and completion. It is anticipated this will be brought to Council in early 2017 for authorization to bid. McBride Architecture was previously engaged by the City for replacement of the City Hall roof in 2009. Funds are available in the Capital Improvement Fund.

**RECOMMENDATION**

It is recommended that the City Council authorize the Contract for Personal Services to initiate the Library Roof Replacement project.

By:   
Jimmy Pearson, Library Director

**CITY OF ASTORIA  
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this     day of November 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and McBride Architecture, 80 SE Madison St., Suite 120, Portland, Oregon, 07214 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1.     CONSULTANT SERVICES

A.     CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding replacement of the City Library Building Roof.

B.     Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C.     The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than May 31, 2017.

2.     COMPENSATION

A.     The CITY agrees to pay CONSULTANT a total not to exceed \$17,900 for performance of those services provided herein;

B.     The CONSULTANT will submit a billing upon the completion of work.

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

3.     CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Library Director, City of Astoria, 450 Tenth Street, Astoria, Oregon, 97103, (503) 325-7323.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Phil Strand of McBride Architecture.

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

8. CANCELLATION FOR CAUSE

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



9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

## 16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

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

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

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

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

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. 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).

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

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

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ASSIGNMENT

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

27. 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.

28. COMPLETE CONTRACT

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

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

Approved as to form:  
Digitally signed by  
  
cn=appleidms.appleid.prd.49317566476644386  
7754144546f59324e744d354e773d3d  
DN:  
cn=appleidms.appleid.prd.49317566476644  
3867754144546f59324e744d354e773d3d  
Date: 2016.10.26 10:43:23 -0800  
Attorney

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

BY: \_\_\_\_\_  
Library Director                      Date

BY: \_\_\_\_\_  
City Manager                              Date

BY: \_\_\_\_\_  
Consultant                                      Date

# M c B R I D E

A R C H I T E C T U R E P C

October 24, 2016

Jimmy Pearson  
Director City of Astoria Library  
450 Tenth St.  
Astoria, OR 97103

RE: THE CITY LIBRARY BUILDING REROOFING PROJECT

Dear Mr. Pearson,

Thank you for considering our firm for the subject project. The following is our understanding of the project and our fee proposal for professional services.

## PROJECT DESCRIPTION

The project includes replacement of the existing roof and related work on The Astoria Public Library, located in Astoria, Oregon.

## PROJECT SCOPE OF WORK

- Demolition of the existing roof system.
- Replace existing roof drains.
- New roof system.
- Sheet metal flashing replacement/revisions.
- Refurbishing the structural supports on the roof mounted power vent hoods.

## PROJECT SCOPE OF SERVICES

### Project Management

- Budgeting.

### Construction Documentation

- Site visit to verify conditions and obtain detail information.
- Specifications, Division 1 & Technical Specifications.
- Drawings, Site Plans, Roof Plan & Details.
- Present 95% review documents.
- Provide 100% documents for bidding by The City of Astoria.

### Bidding Assistance

- Attend Pre-Bid meeting.
- Be available by phone to answer questions.



**Construction Administration**

- Attend Pre-Construction meeting.
- Review submittals.
- Review and respond to RFI's.
- Attend three (3) construction progress meetings and provide observation reports.

**Contract Closeout**

- Provide punch list.
- Provide final observation and final observation report.

**ADDITIONAL SERVICES NOT INCLUDED IN FEE (AVAILABLE UPON REQUEST)**

- Additional site visits.

**FEE**

Architectural Fee: We propose to provide our specialized services as outlined above on a time and services basis, not to exceed \$13,800 plus reimbursable expenses of \$1,100. Rate Schedule attached.

Structural Fee: We will secure the services of Miller Consulting Engineers. They propose to provide their services relating to the attachment of perimeter components on a time & expense basis not to exceed \$3,000.

We look forward to being of service to the City of Astoria Public Library. Please do not hesitate to call me if you have any questions about our proposal.

Sincerely,

*Phillip A. Strand*

Phillip A. Strand, RCI, RRO  
MCBRIDE ARCHITECTURE PC

Accepted:  
City Manager

Date: \_\_\_\_\_

cc: bookkeeping, file



## **RATE SCHEDULE**

**McBride Architecture, P.C.**

Professional services performed on a time and expense basis by McBRIDE ARCHITECTURE, P.C. will be invoiced in accordance with this Rate Schedule. All charges will be made on the basis of rates in effect at the time the work is performed. When the unusual nature of a project necessitates additional charge, the client will be notified in advance.

### **Hourly Rates:**

Principals:	\$175.00/hour
Sr. Project Architect:	\$145.00/hour
Sr. Technical Specialist:	\$145.00/hour
Project Architect:	\$115.00/hour
Job Captain:	\$115.00/hour
Architect	\$100.00/hour
Specifier:	\$ 95.00/hour
CADD Drafter:	\$ 90.00/hour
Designer:	\$ 90.00/hour
Administrative:	\$ 65.00/hour

Hourly rates and individual assignments within categories are subject to periodic review.

### **Reimbursable Expenses:**

Reimbursable expenses for McBRIDE ARCHITECTURE, P.C. include actual expenditures made by the Architect and consultants and will be reimbursed at cost plus 10%, except personal car mileage which will be reimbursed at \$.565/mile.

Reimbursable expenses include:

- Personal car mileage
- Company car mileage
- Air fare and car rental
- Meals and subsistence for travel
- Printing charges
- Photography charges
- Delivery charges
- Long distance telephone charges
- Other direct expenses
- Consultant costs

### **In-house Reproduction Charges:**

Reproduction costs will be invoiced at prevailing printer rates. Charges are subject to revision.

### **Terms of Payment:**

Professional services provided by McBRIDE ARCHITECTURE, P.C. which is compensated on a time and expense basis will be invoiced monthly as the work progresses. Unless otherwise agreed, the total amount of each invoice is payable upon receipt. Any portion of the invoice not paid within 30 days of the invoice date is considered delinquent and is subject to a rebilling charge of 1-1/2% per month of the unpaid balance.