



AGENDA

ASTORIA CITY COUNCIL

December 5, 2016

7:00 p.m.

2nd Floor Council Chambers

1095 Duane Street · Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PRESENTATIONS**

- (a) Astoria School District Strategic Plan
- (b) Sanctuary City

6. **CONSENT CALENDAR**

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

- (a) City Council Minutes of 11/7/16
- (b) Outfitting of Police Vehicle (Police)
- (c) Authorize Contract for Professional Services for Combined Sewer Overflow (CSO) Modeling Support (Public Works)
- (d) Federal Emergency Management (FEMA) Storm Damage Public Assistance Grant Acceptance (Public Works)
- (e) Authorization to Add Job Description for Building Inspector (Community Development)
- (f) Authorization to Approve Amendment #1 to Cooperative Improvement Agreement with the Oregon Department of Transportation (ODOT) for 23rd Street Closure (Public Works)

7. **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) Heritage Square Environmental Protection Agency (EPA) Grant – AMEC Contract Amendment #4 (Public Works)
- (b) Resolution Amending Fee Schedule for Public Works Department (Public Works)

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

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



CITY OF ASTORIA

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November 30, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF DECEMBER 5, 2016

PRESENTATIONS

Item 5(a): Astoria School District Strategic Plan

Craig Hoppes, Superintendent of the Astoria School District, will make a presentation regarding their strategic plan.

Item 5(b): Sanctuary City

Police Chief Brad Johnston will address the City Council on the concept of Sanctuary Cities.

CONSENT CALENDAR

Item 6(a): City Council Minutes

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

Item 6(b): Outfitting of Police Vehicle (Police)

At the November 7, 2016 meeting Council approved the purchase of a 2017 Ford Police Interceptor Utility vehicle. At that time staff indicated a future approval would be required for the set up of the vehicle. Since 2013, Cascade Mobile has been the sole source emergency vehicle outfitter for the Astoria Police Department. In early 2016 the Astoria Police Department was advised by Cascade Mobile that they were no longer going to be involved in the business of setting up emergency vehicles. Cascade Mobile recommended vendor Wire Works as having a reputation for high quality workmanship and a reasonable turnaround time.

Staff met with a total of three vendors to obtain quotes. One vendor was unresponsive, a second vendor responded initially but no bid was ever provided, and Wire Works responded to the request for bid and also completed another

small job. After providing an initial quote, Wire Works offered to review the new police vehicle specs as they believed they could advise staff of what items can be installed at the factory that would provide savings to the City of Astoria. Staff has received a quote from Wire Works in the amount of \$13,696.86 for the set up of the new police vehicle. This includes emergency lighting, equipment, radios and installation. Wire Works also advised that they will coordinate directly with Gresham Ford to order and pre-stage the necessary equipment so they may immediately pick up the vehicle and begin outfitting the vehicle once it arrives to the dealership. Funds for this purchase are budgeted within the vehicle lease payment in the Capital Improvement Fund for Fiscal Year 2016-2017. It is recommended that Council approve the expenditure of \$13,696.86 for the set up of the vehicle previously approved.

Item 6(c): Authorize Contract for Professional Services for Combined Sewer Overflow (CSO) Modeling Support (Public Works)

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. This model contains important information regarding the storm and sewer infrastructure, geographic areas that flow to each pipe segment, rainfall information, and historic flows used to predict the system response after a CSO project is completed. This model must be maintained and calibrated routinely so that it closely replicates actual conditions in the field and provides the City with accurate data for the design of future CSO projects. Determining the scope of future CSO projects is accomplished by a specialized CSO modeling engineer who analyzes the data generated by the model, and recommends the most cost effective approach to meet the overflow criteria established by the Department of Environmental Quality (DEQ). The scope is then given to a design engineering consultant to produce plans and specifications for construction of the project.

In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. HDR has provided a scope of work and an estimated budget of \$74,201 for December 2016 through July 2017. The scope of services includes continued model updates, further development of preliminary project scopes, processing data, and monthly reporting for DEQ requirements. The contract has been reviewed by City Attorney Blair Henningsgaard and approved as to form. Funds are available through the Public Works Improvement Fund. It is recommended that Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$74,201.

Item 6(d): Federal Emergency Management Agency (FEMA) Storm Damage Public Assistance Grant Acceptance (Public Works)

During the period of December 6 through 23, 2015, the State of Oregon experienced a severe weather pattern that caused damaging winter storms. The City of Astoria experienced erosion along the Columbia River shoreline and a washout in a location along Pipeline Road where the City's 21" diameter water transmission main crosses a ravine. As a result of the widespread damage, a

Federal declaration of emergency was declared on February 17, 2016 and Federal Emergency Management Agency (FEMA) Public Assistance Program funds became available to assist communities with the repair of their damages. The Infrastructure Finance Authority (IFA) notified the City that they may have grant funds available to provide match for FEMA funds. FEMA has completed an Applicant Exit Briefing that summarizes the anticipated project costs to date. This is the point at which the project administration is passed from FEMA to the Oregon Office of Emergency Management (OEM). The document now needs to be signed by the City's authorized representative for the project, City Engineer Jeff Harrington. IFA has informed staff that matching funds for this project may not be available due to strong competition for available funds. Staff has still applied hoping for a change in the availability of additional grant funds. Should IFA funds not become available, Capital Improvement funds shall be utilized. It is recommended that Council authorize City Engineer Jeff Harrington to sign the required follow up documents pertaining to the previously approved grant contract with FEMA/OEM.

Item 6(e): Authorization to Add Job Description for Building Inspector (Community Development)

The Community Development Department hired Ben Small as the new Building Official/Code Enforcement Officer in October 2016. Mr. Small has been studying for certifications for Building Official, fire life safety review, and commercial plan review and inspections. In the interim, the Department secured the services of the Clair Co., of Corvallis, Oregon to offset the need for residential and commercial plan review services. This is a temporary solution until Mr. Small is fully trained for the position. In addition to plan review, the City would like to hire Jim Byerly, who serves as the Warrenton Building Official, to offer commercial inspections to customers until such time Mr. Small has been fully trained. Originally, the concept was to hire the City of Warrenton Building Department through an Intergovernmental Agreement (IGA), but after careful consideration, a temporary, part time position is better suited to meet the needs of customers.

The enclosed job description is for a temporary, part time position of six to eight hours a week (Schedule F-1, Range 3, Step 6, \$50/hr.) that will be a new position as established in Resolution No. 16-12. Based on the number of proposed hours and temporary nature of the position, the Building Division has adequate funds to cover the cost of the position in Fiscal Year 2016-17. The Building Official position was budgeted for full time wages and benefits and it is estimated the savings from hiring the position in early October will offset the cost of the temporary Building Inspector position. The Finance Department and Xenium HR have reviewed and updated the attached job description. It is recommended that Council approve a job description for Building Inspector.

Item 6(f): Authorization to Approve Amendment #1 to Cooperative Improvement Agreement with the Oregon Department of Transportation (ODOT) for 23rd Street Closure (Public Works)

In an effort to expand parking and improve pedestrian and vehicular mobility between 23rd and 27th Street, Columbia Memorial Hospital (CMH) is constructing a

new parking lot adjacent to 23rd Street and Franklin Avenue. Part of this project includes improvements along US30 (Marine Drive) and Franklin Avenue. The improvements include closing the currently vacated access on 23rd Street, providing new sidewalks, upgrading Americans with Disabilities Act (ADA) ramps, new crosswalks, improved drainage, a new turn lane on Marine Drive, and a safer access to Franklin Ave. The City and CMH worked with ODOT to acquire \$149,000 in initial funding for the proposed improvements along the State highway. This funding does not require a matching contribution but will require CMH to pay for any costs that exceed the funded amount. The ODOT Cooperative Improvement Agreement (CIA) was approved by the City in January 2016. The City is included in the agreement to formally accept closure of the 23rd Street access location; accept the new Franklin Avenue intersection improvements and associated right-of-way dedication; and accept maintenance responsibility for improvements not maintained by adjacent property owners, CMH or ODOT.

During design review, ODOT required four additional ADA upgraded ramps be included in the scope of work. ODOT is providing an additional \$43,000 for the increased scope. The City will need to execute Amendment #1 to the CIA in order for CMH to utilize the additional access management funds. The City Attorney has reviewed the agreement and has approved it as to form. There is no direct financial impact to the City as a result of this amendment. It is recommended that Council approve Amendment #1 to the Cooperative Improvement Agreement with ODOT for the 23rd Street Closure Project.

REGULAR AGENDA ITEMS

Item 7(a): Heritage Square Environmental Protection Agency (EPA) Grant – AMEC Contract Amendment #4 (Public Works)

The City of Astoria was awarded a \$400,000 Environmental Protection Agency grant in 2012 for assessment and cleanup of the Heritage Square site. At the September 8, 2015 City Council meeting, a project update was presented. Council was also notified that staff would be bringing a request to the Astoria Development Commission to allocate \$40,000 from the Astor East Urban Renewal District (AEURD) for use as the required match for the \$400,000 EPA grant. At the December 7, 2015 Astoria Development Commission (ADC) meeting, expenditure of additional funds in the amount of \$109,842 from the AEURD was approved to complete the cleanup. The original cleanup estimates were obtained prior to the final approvals per standard EPA Grant procedures. At the February 4, 2016 special meeting, Council approved a contract amendment in the amount of \$46,909.23 for AMEC for additional cleanup work identified once cleanup began. At that meeting, Council was told that staff anticipated a grant in the amount of \$82,000 from Business Oregon to pay for the requested change order and provide for installation of a groundwater monitoring well.

The City Council accepted the Business Oregon grant at the April 18, 2016 Council meeting. At the May 2, 2016 Council meeting, Council authorized Contract Amendment #3 with AMEC Foster Wheeler for a total not-to-exceed amount of \$37,000 for additional site cleanup and groundwater monitoring. While it was anticipated that Amendment #3 would be adequate for the remaining work,

additional consultant and Oregon Department of Environmental Quality (DEQ) oversight time was realized.

Amendment #4 does not include additional tasks, but more time to complete the tasks identified in the last contract amendment that is required to finalize the Oregon DEQ requirements for receiving a No Further Action (NFA) letter for the site. This work will be funded by the Astor East Urban Renewal District. Once work is complete, our consultant will request an NFA letter from DEQ. Our DEQ representative has indicated that the actual letter may not be issued until all conditions are met.

Additional DEQ oversight fees will be billed directly to the City for payment. At this time, DEQ estimates fees to be approximately \$6,000. A separate action will be required by the Astoria Development Commission to allocate funds for the contract amendment and DEQ oversight fees. It is recommended that Council execute a contract amendment with AMEC Foster Wheeler in a total not-to-exceed amount of \$18,100 for Additional Site Cleanup Work and Groundwater Monitoring for the Heritage Square EPA Grant Cleanup Project.

Item 7(b): Resolution Amending Fee Schedule for Public Works Department (Public Works)

A primary duty of the Public Works Department is to efficiently manage and maintain City infrastructure including streets, water, sanitary sewer and storm drainage. As required through various City codes, the Public Works Department utilizes applications and permits to manage improvements and maintenance work completed by homeowners, commercial businesses, developers and franchise utility providers. The fees associated with these applications and permits have not been updated since 2005. The current fees are outdated and in several cases no fees are charged for time intensive tasks such as processing applications to fell/cut trees. The Public Works Department is proposing a fee update with the following goals.

1. Simplify the Public Works fee schedule by eliminating outdated and fragmented items.
2. Increase fees to cover the cost to review and process applications and permits.
3. Strategically reduce fees for maintenance items required by City Code, i.e. sidewalk repair.
4. Update the fee structure to allow third party costs, such as County filing and Geotechnical Review, to be passed on to the applicant when applicable.

The updated fees are based on the average time it takes to process the various permits and utilized current staff rates. Fees were also compared to other cities our size and in the region to check compatibility. Fees associated with development review and Public Works inspections are not included at this time. Staff plans to work with the Community Development Department to bring a comprehensive fee update associated with development review and building permit review for Council's consideration in early 2017. It is recommended that Council adopt the resolution amending the fee schedule for the Public Works Department.

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, Police Chief Johnston, Public Works Director Cook, Library Director Pearson, 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 had received many questions about the recent explosion at a marijuana facility and asked staff to provide an update. She also wanted to know if marijuana dispensaries engaged in activities similar to the marijuana production facilities.

City Manager Estes explained that the explosion occurred at a marijuana production facility in west Astoria a few weeks prior. Currently, there are no production facilities in the downtown area, nor have any production facilities applied for Conditional Use permits for the downtown area. Conditional Use permit applications require a public hearing before the Planning Commission and a public comment period.

Chief Johnston explained that butane hash oil extraction (BHO) is a method of extracting highly concentrated tetrahydrocannabinol (THC) from plants. Many cases of home production in Oregon have resulted in explosions and fires, but he was unaware of any other incidents at commercial operations. In this case, comments made in the media have hampered the ongoing investigation by the Fire Department, making it difficult for the department to interact with some of the parties involved. Therefore, he could not give too many details about this particular incident. Regulatory agencies, investigators, and firefighters will meet on Wednesday, November 9th to develop next steps. He believed fear of prosecution has made some of the people involved unwilling to speak. As oversight transitions from the Oregon Health Authority (OHA) to Oregon Liquor Control Commission (OLCC), the regulations and advice from the Department of Justice (DOJ) have been unclear. This means applicants may have been misinformed about regulations. The BHO process is difficult and standard precautions must be taken during the extraction process. Procedures used in BHO extraction are well known in commercial operations, but they are fairly new to this particular type of commercial operation. The City's only opportunity to participate in OLCC's licensing process is through the Community Development Department, which is only allowed to determine whether the applicant's request complies with Astoria's zoning. The City does not have the ability to investigate the applicants or the proposed location, as it does with liquor license applications.

Councilor Price confirmed there were no grow operations in downtown Astoria.

Item 3(c): Councilor Nemlowill had no reports.

Item 3(d): Mayor LaMear reported that she attended the candidate's forum hosted by the American Association of University Women (AAUW). All three of Astoria's City Council candidates are excellent. They had a lot of poise and answered questions completely. She introduced Bruce Jones and Tom Brown, who were in the audience, and noted Cory Pederson was the third candidate. She spoke to a group of Cub Scouts about what it is like to serve as Mayor and the Mayor's role in budgeting. The budget was difficult to explain to seven year olds, but they asked good questions and she was impressed.

CHANGES TO AGENDA – There were no changes.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

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

City Manager Estes confirmed that Councilor Price had requested Item 5(f) be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill, to approve Items 5(a), (b), (c), (d), and (e) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

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

City Manager Estes said the Indigent Defense Services Program, through the municipal court, provides suitable legal counsel for indigent defendants when certain Oregon Revised Statute (ORS) requirements are met. The legal services are provided through a memorandum of understanding (MOU) with attorney Jerry Widawski. Municipal Court Judge Kris Kaino has proposed an adjustment to the MOU to reflect the current caseload and anticipated decrease in future caseloads.

Councilor Price said last year, Clatsop County Circuit Court began hearing all of the Driving Under the Influence (DUI) cases. Over time, all criminal charges in Astoria will be handled by the Circuit Court. No new cases have been referred to the Municipal Court since August. Instead of a monthly fee, this new MOU proposes fees be charged per defendant. She wanted to know how many warrants were pending. She believed it was possible the City could end up paying indigent defense services for both City and County cases. Therefore, it might be beneficial to consider sending all cases to the Circuit Court so there would be no need for indigent defense services. She requested the MOU be discussed the following week because she wanted to ask Kris Kaino some questions.

Director Brooks said she was unable to confirm how many outstanding warrants there were. Chief Johnston explained that the process for moving cases to Circuit Court was difficult. If the City makes no attempt to serve the warrants after three years, the judge will dismiss them. Therefore, he believed the number of warrants would gradually decrease over the next three years. For many of the warrants, staff does not have accurate addresses or the individuals reside outside of the county. He explained that warrants are issued when a person fails to appear in court or violates terms of probation.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr, to approve Item 5(f) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

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 (1st 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

Elaine Howard, Elaine Howard Consulting, presented the proposed amendments to the Astor West Urban Renewal Plan, which were included in the staff report. She and City Manager Estes cited State Statutes that apply to the proposed amendments, noted the reasons for the amendments, listed the projects included in the Plan, and reviewed the tax and financial implications of the Plan.

Mayor LaMear opened the public hearing at 7:30 pm and called for public testimony. There was none. She asked for more details about the Bond Street project and if any affordable housing units would be added.

Director Cronin explained that Bond Street is currently a one-way street about 12 feet wide. Widening the street to 20 feet would accommodate two lanes that would allow two-way traffic. This will result in better traffic circulation for emergency response, transit, and school busses. The section of the street along the slide area will be widened by building a retaining wall. City Manager Estes added that no additional sidewalks would be installed on the south side of Bond Street.

Director Cronin said staff is asking Council to approve an allocation that would allow staff to develop an affordable housing program. He has had preliminary conversations with the Community Action Team and Clatsop Community Action about such a program could work. He would recommend a program for Council to approve. There is not a lot of vacant land along Bond Street, so the idea is to preserve existing housing.

City Manager Estes noted that the County Commission expressed interest in using Urban Renewal funds to assist the Housing Authority with rehabilitating a property located outside of the Urban Renewal District. City staff has already discussed this with the Housing Authority.

Councilor Price said she wanted to abstain from voting because she had not yet read Ms. Howard’s report. City Manager Estes clarified that City Council is just voting to conduct the first reading of the ordinance. City Attorney Henningsgaard confirmed the first reading was just a formal procedure to provide information, like posting a notice.

Mayor LaMear closed the public hearing at 7:35 pm.

Councilor Nemlowill believed it was very important to open Bond Street to two-way traffic and expand the urban renewal boundaries to improve housing.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Warr, to hold the first reading of the Ordinance approving the First Amendment to the Astor West Urban Renewal Plan. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading.

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.

Director Cosby explained that a previous administration approved agreements with the school district and swim club that were never presented to City Council and did not comply with the fee resolution. The proposed resolution remedies the problem. Staff has worked with both swim teams to recommend fees that comply with the fee resolution, the Parks Master Plan, and the City's adopted budget. At this time, the swim club is unable to pay \$10.00 per lane per hour, so staff has proposed a fee of \$5.00 per lane per hour for the first year. Sunset Empire Parks and Recreation District charges \$15.00 per lane per hour, but they do not require swim team members to hold a pass. Swim teams would need about 30 participants to make the \$15.00 rate cost effective. Staff believes requiring passes will help keep facility operations more efficient. Swimmers can apply for scholarships for their passes.

Councilor Nemlowill confirmed that Parks Foundation scholarship money could not be used by non-profits to pay for lane rentals. She asked if this could be changed. Staff explained that the Parks Foundation Board would need to determine how their funds should be used and City Council would need to approve changes to their policy.

Councilor Nemlowill asked why the swim clubs needed to rent lanes. Individuals with passes can simply use a lane, so she did not understand why teams needed to rent the lanes. Director Cosby said Aquatic Center users who come in after 5:00 pm receive notice that swim teams are practicing. Half of the lap pool is taken up by the swim teams during their swimming season. The Parks Department charges fees for many other reservations, including swim lane reservations.

Councilor Nemlowill asked if staff felt the introductory rate of \$5.00 would cover costs. Director Cosby said the rate would not cover costs and explained that the Aquatic Center operates on subsidies. She believed \$5.00 per lane per hour was a step in the right direction towards a reasonable subsidy.

Councilor Nemlowill asked how this fee schedule related to the Parks Master Plan. Director Cosby said the Master Plan focuses on partnerships and generating revenues, among other things.

Mayor LaMear called for public comments.

Patrick Wingard, 92015 Hagen Drive, Astoria, President of the North Coast Swim Club (NCSC), presented a hand out at the dais. The NCSC has been a part of the community for over 40 years. The handout included a snapshot of the NCSC's FY2016 revenue projections. Monthly club dues are the largest source of revenue for the club. Additional revenue generated through generous corporate sponsorships, their member fundraising obligation, and their annual Dolphin Splash fundraiser represent their next highest source of revenue. They have a modest budget and expect revenues to balance expenses this year. The cost overview for a typical NCSC swimmer shows that swimming is an expensive sport, just as maintaining an aquatic center is expensive. It behooves the club to generate as much money as possible for the City of Astoria and they always expect to pay

their fair share. Staff's proposed \$5.00 to \$10.00 per lane per hour fee sounds reasonable, especially considering NCSC has not been paying an hourly rate for its daily lane usage. However, NCSC wanted City Council consider the ramifications and unintended consequences of imposing an hourly lane usage fee. Purchasing passes for the swimmers and paying facility rental fees for two home swim meets and the fundraiser provides \$14,000 in guaranteed annual revenue to the City of Astoria. The club was shocked six days ago, when Director Cosby informed the NCSC that staff would recommend to City Council the immediate imposition of a \$5.00 hourly per lane usage fee, increased to \$10.00 in one year. This \$5.00 fee would represent an annual cost of \$9,000 to the club and the \$10.00 fee would cost the club \$18,000 a year. Their largest annual expense is \$14,750 for the head coach. Based on budget actuals through October, total club expenses for FY2016 project to \$30,000. The immediate imposition of a 30 percent increase in club expenses followed by a 60 percent increase to current expenses is unreasonable. The handout includes a monthly cost comparison for NCSC versus three other USA Swimming sanctioned swim clubs in Oregon. NCSC currently pays more in dues, facility fees, and/or lane usage fees than their competitors in North Bend, Medford, and Newport. He was unable to find a club that paid member dues, a monthly or seasonal facility fee, and a lane usage fee, as staff has proposed. He believed the clubs required to pay all three of these expenses were located in larger, more affluent, metropolitan areas of the state. The club was given limited time to do research and prepare a coherent presentation for this meeting. Newport is building a new facility and they used Astoria's Aquatic Center as one of their models during planning. Staff's recommendation could cause the NCSC to fold, as the club could not survive under the proposed fee increases. As club president, he planned to recommend to the NCSC Board of Directors that the club reduce lane use from three lanes to one. The value of a competitive swim club is too great to be lost and the NCSC will do everything it can to avoid ceasing operations. The single lane would be reserved for novice swimmers and the advance swimmers would simply be integrated into the other five lanes, swimming longer sets with less direction from coaches. The advance swimmers could practice stops, starts, and technical training when the novice swimmers no longer needed the reserved lane. On behalf of the NCSC Board of Directors, membership, and corporate sponsors, he asked City Council to consider the guaranteed revenue stream the club provides to the City. He asked that Council refrain from imposing staff's recommended fee increases. The club has brainstormed many other ideas, including a flat fee and a guaranteed number of swimmers. They are open to other ideas, but just learned of this 30 percent increase in expense six days ago.

Councilor Nemlowill confirmed that Mr. Wingard served on the Citizens Advisory Committee for the Parks Master Plan. She asked if he had the chance to think about how the proposed fee structure related to the Master Plan. Mr. Wingard said he believed users paying the existing rates to use the City's facilities pick up the slack because the City lacks system development charges (SDC). He understood SDCs were specifically for capital improvement projects for new facilities, but there are many inefficiencies in the Parks Department. Astoria's facilities are aging and existing users should not have to pay for these inefficiencies. While Park users should pay their fair share, he also believed the City should make some important policy decisions.

Councilor Nemlowill asked how many swimmers usually swim in one lane when the club is using three lanes. Mr. Wingard said between four to six swimmers share a lane, which is very compact and efficient. The club has 19 swimmers in three swim groups.

Councilor Price asked what else the NCSC could do. Mr. Wingard said the club could offer a guaranteed minimum number of swimmers and if the club has less, it could make a monthly payment. The club could pay a flat fee instead of the monthly pass and lane rental. Or, they could pay the lane rental without the monthly pass. The NCSC believes it pays its fair share as an experienced seasoned fundraising group and they would do whatever it takes. He understood Astoria operates under a heavy subsidy. The City of Newport runs a \$260,000 subsidy and they expect this subsidy to continue with their new aquatic center. Libraries, transit districts, and other things like a competitive swim club offer a quality of life that is difficult to quantify.

Mayor LaMear asked if the swim club could use additional open lanes for free even though they only rented one lane. Mr. Wingard said swimmers in the open lanes would simply be lap swimmers with a monthly pass; they would receive much less direction from coaches because kids would not be able to sit at the end of the lane or do speed intervals. This situation is not ideal, but it would allow the club to survive.

Jeff Smith, 534 Duane Street, Astoria, said he was the parent of an NCSC swimmer. Astoria is a maritime community with a heritage of living and working on and near the water. The ability to swim is a lifesaving skill and an activity with lifelong benefits. The NCSC, a 501(c)(3) non-profit, has been an integral part of a vital swim culture in Astoria for over 40 years and they see themselves as a partner to the City, providing opportunities to

learn and develop swimming skills for the benefit of the community. His daughter learned to swim at the Aquatic Center by taking lessons from lifeguards, many of whom were members of NCSC. She developed the skills to be a confident swimmer and they opened up a world of recreation that she previously could not participate in. When she graduated from the classes, she was noticed by Tim Larkin who was head coach for the NCSC and part-time pool lifeguard at the time. He suggested the club could further develop her skills as a swimmer. Over five years later, she was still swimming competitively. Many of NCSC's swimmers have qualified to represent the community at regional and state level competitions over the years. Mr. Larkin is currently coaching one of the most accomplished teams in the state and was nominated this year for Age Group Coach of the Year by USA Swimming. The NCSC swimmers are deeply committed to the sport of competitive swimming and appreciate the opportunity to train in such a fine facility, which is almost 20 years old. Many club members intend to swim competitively for Astoria High School in the near future and have shown interest in applying to work as lifeguards and instructors at the Aquatic Center when they are old enough. Their swimmers have traveled around the state and have seen firsthand how favorably the Astoria Aquatic Center compares with other pools. At their most recent home meet in August, over 100 swimmers and their families visited Astoria for two days. People expressed how they were impressed with the facility and that they had a positive experience visiting Astoria. This is a credit to Aquatic Center staff. Two years ago, the NCSC had 50 swimmers; today they have 19 swimmers and are in a rebuilding phase. Even so, the current membership contributes a lot each year to the bottom line of the Aquatic Center. As the club continues to grow and now that it has certified professional coaches, their contributions will increase proportionately with additional access passes. Many of their swimmers hold individual passes and family passes. He asked Council to allow the club to find a compromise that will allow both the Aquatic Center and the NCSC to thrive and fulfill their mutual missions. The fee proposal does not make that possible.

Councilor Price asked how many swimmers were in the audience, which was indicated by a show of hands.

Scott McMullen, 864 Irving, Astoria, said he used to have two boys that swam in high school and just heard about the fee proposal on the radio that morning. He believed that if the price for youth swimmers was reduced, other users would absorb the additional cost. He swims alongside the club's swimmers at the pool. They are good kids who work hard. It would not be feasible for the youth to swim in the same lane as adults who swim after work. Swimming is an extremely valuable thing for kids to learn, especially in this area on the water.

Jennifer Laws, 950 Alameda, Astoria, said she was part of a Coast Guard family that recently relocated to Astoria from Houston, TX. She was grateful that her family was so warmly received by the Astoria community. When she learned of her husband's change of orders in May, she began researching the area immediately. They fell in love with the small town feel and sense of community as soon as they arrived, but they were concerned with the extracurricular opportunities available to her kids. Her son would have loved to continue taekwondo, but the quality of instruction in Astoria was not nearly the same as he had in Texas. Her eight-year old participated in gymnastics, but there are no gymnastics opportunities in Astoria. As they discussed extracurricular concerns with members of the community, they were invited to try the swim team. She and her husband were swimmers and had valuable experiences that still apply today. Their swim team experiences taught them that goals could be met and exceeded. This is the most important thing her kids can learn. Her kids are being taught the importance of an individual's success to the team and that cheering on a teammate helps the team as well. After just one practice, she could tell the swim club provided the opportunity her family was looking for. The club met her criteria of a positive environment and focused on the skill of swimming and the development of the child personally and socially. It also met the reasonable financial requirement portion of their decision making process. Her children's participation in NCSC has increased their self-confidence in swimming and socially, which made for a smooth transition into their new community. She was excited to see how her children would continue to flourish, as she believed NCSC has given her children the ability to relate to and connect with people wherever their next duty station might take them.

Sonora Cameron, 36359 River Point Drive, Astoria, said over the last seven years all three of her children have swam for NCSC. Her first year with the club, the City had just changed the fee structure. The team had previously paid a rental fee for the lanes and the new structure required team members to have a season pass in lieu of lane rental fees. Several families on the team were low-income families that were facing the possibility of quitting the team because the passes were a financial burden. She started a scholarship fund and over the last seven years, she has worked hard to make sure all of the swimmers that wanted to were able to swim. This fee increase will disproportionately affect low-income swimmers, which would be a disgrace.

Councilor Warr confirmed that students on the high school swim team were required to have passes to the Aquatic Center.

Mayor LaMear said she assumed the high school would pay the lane rental fees. Director Cosby said yes, and explained that the fees were negotiated with Athletic Director Howard Rub. Mr. Rub had indicated that most of the swim team members already had memberships at the Aquatic Center because swimming is their main sport and the school would only have to purchase passes for a few swimmers. Additionally, children from low-income families can apply for a scholarship.

Councilor Nemlowill said the City coordinates youth sports, which loses the most money for the City. This is a great example of citizens who have formed a non-profit and are some of the Aquatic Center's best customers. She did not believe it was fair to begin charging NCSC lane rental fees. The Parks Department needs to patch up its sinking ship, but this is not the way to do it.

Councilor Price agreed. The NCSC's problem with additional fees is new to City Council. The new fees would cost parents an additional \$38 a month and the City does not know what the breaking point is for parents. She did not feel comfortable making a decision on a negotiated fee at this time.

Councilor Warr agreed with Councilor Nemlowill as well. Like the other youth sports, swimming might have to continue losing money for the City. It is important that swimming continue to be offered. The NCSC cannot afford the proposed fees and they were only given six days notice. Therefore, he believed this discussion should be postponed. He could not vote in favor of the request at this time.

Mayor LaMear said she appreciated the handout from Mr. Wingard because the information was very helpful. The NCSC already pays what Newport will be paying in their new facility. Therefore, additional fees would be excessive. The pool is losing money and the City needs to figure out how to staunch that. She suggested this issue be presented to the Parks Foundation and find out if funding could be used to pay for lane rentals.

Director Cosby confirmed she would present this to the Foundation at their next meeting.

City Manager Estes noted that the fee schedule currently charges \$25 per lane per hour and staff does not have the ability to waive fees. Therefore, City Council still needs to change the fee schedule. Director Cosby has proposed a fee schedule that complies with City Code. Staff confirmed that for the last seven years, the NCSC has not been paying lane rental fees, which violates City Code.

Mayor LaMear asked if waiving fees for one group and not another would set a precedent. Director Cosby said this would result in the City losing more revenue they are currently losing. The proposed fee schedule would only apply to youth swim teams. The NCSC and the high school swim team are the largest customers of lane rentals, but other groups also rent lanes at higher rates.

Mayor LaMear was concerned about waiving fees for the NCSC, but not the high school swim team.

A speaker from the audience, said the college, high school, and the Coast Guard are identified as community partners in the Parks Master Plan; however, the NCSC is run by the parents who pay all of the costs. The NCSC does not have a school or government budget to pull from. She believed the high school should not have to pay lane rental fees either, as long as they are required to buy passes. She asked if each high school swim team member had to buy passes.

Director Cosby said yes, all swimmers would have to buy passes. She clarified that the high school indicated this would not be a problem because most of their swimmers already had passes.

City Manager Estes asked if City Council wanted youth swim teams to pay less than \$5 per hour per lane.

Councilor Warr said \$10 per lane per hour is already part of the high school budget and parents are not directly burdened with that cost, like the NCSC is. Therefore, he believed the NCSC should be considered differently. Councilor Price and Mayor LaMear agreed.

Councilor Nemlowill asked if other non-profit groups rented lanes at the pool. Director Cosby said the hospital rents lanes. Councilor Price clarified this discussion was only about youth swim teams.

City Manager Estes confirmed City Council wanted the category of youth swim teams to be further differentiated.

Mayor LaMear believed the NCSC was already paying enough. Cities have to subsidize pools, but it should not be on the backs of parents.

City Manager Estes noted that more tough discussions like this one would come up over the next few months. The entire Parks Department cannot function under the existing subsidy. Unless additional revenue is generated, the City will have to make significant cuts to the Parks Department.

Councilor Nemlowill believed the NCSC is a very good customer of the Aquatic Center. Four to six swimmers in a lane is much more efficient than one or two swimmers per lane. The City is getting revenue from requiring the swimmers to have passes, which benefits the Parks Department. It sounds like NCSC is willing to work with the City, so staff needs to find a solution that will not increase their fees by 30 to 60 percent. The club provides increased livability and wellness for the community and provides revenue. This option will not work, but a solution is necessary.

City Manager Estes confirmed that staff would develop a fee structure that would provide a youth discount for the high school team and separate lower rate structure for parent led organizations like NCSC.

Councilor Price noted that the NCSC was trying to rebuild and currently had a smaller number of youth than it has had in the past. She recommended that staff consider categories within categories to accommodate a smaller membership. The NCSC could afford fees with 50 members.

City Attorney Henningsgaard suggested City Council declare a 30-day moratorium on fees for the NCSC to give the club and staff time to develop a structure that would work. This would protect the Parks Department from legal liabilities. City Manager Estes noted the school district was not currently paying fees either and suggested they be included in the moratorium.

Director Cosby stated staff would need a 60-day moratorium.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price, to declare a 60-day moratorium on lane rental fees at the Astoria Aquatic Center charged to the Astoria School District and the North Coast Swim Club. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill, and Mayor LaMear; Nays: None.

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.

Director Cosby explained the agreement would allow Tongue Point students to use the Aquatic Center without charge and Tongue Point would pay a reduced rate on a quarterly basis. This will provide a positive financial impact to the Aquatic Center because the students typically do not have the means to use the Aquatic Center on their own. She confirmed this agreement was similar to the City's agreement with the Oller Trust.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to authorize the Pool Use Agreement with the Tongue Point Job Corps Center. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill and Mayor LaMear; Nays: None.

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.

City Manager Estes said he received questions from Councilors about the timing of this project, including concerns about installing skylights prior to a remodel and the lack of a remodeling timeline. Staff confirmed with the architect that it would be best to install new skylights as part of the remodel because there is currently no plan for appropriate placement of new roof features. Staff also confirmed with the architect that the roof could possibly last another three years if frequent and ongoing inspections were conducted and additional sealants were added as time went on. This would allow the roof work to take place after City Council approved a timeline for the remodel. Therefore, staff would not have any concerns if this project were postponed. He confirmed the sealant would be applied where needed, not across the entire roof.

Councilor Price said she appreciated staff's reconsideration of the roof repairs and remodel. The renovation will require new mechanical equipment that is sometimes installed on the roof. She hoped the skylights would have some architectural interest, but there is no plan yet. City Council asked staff to develop a renovation plan that does not include a taxpayer bond and she was looking forward to reviewing that plan right after the first of the New Year.

Councilor Nemlowill said she was eager for the City to move forward on the library remodel. The project is long overdue and it does not make sense to start on a roofing project without a full remodel plan, which could cost the City more in the end. She asked staff to update Council on a remodeling plan.

City Manager Estes stated the new Library Director had been on board for a little over three weeks. He is working on filling a vacancy in Library staff and getting up to speed on all of the documentation related to the library remodel. In 2017, staff will present a budget proposal, fundraising estimate, and timeline to City Council. Once City Council approves a budget and fundraising timeline, staff will move forward with design services.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to direct staff to maintain the Library roof and postpone roof replacement until the Library building is remodeled. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill and Mayor LaMear; Nays: None.

Councilor Price said she was surprised to learn City Council was waiting on staff. She believed City Council had already reviewed a budget, fundraising estimate, and timeline. Council discussed funds on hand and estimated future funds, so she was surprised to hear it could be another two or three years before the library was remodeled. She wanted to move forward with the project.

City Manager Estes explained that the Senior Center remodel took two or three years from the time they received the grant to the time the remodel was complete.

Councilor Price said the City has been discussing the library since before she was on City Council. When Council directed staff to present a proposal that did not include a bond, she realized there was a lot of room for maneuvering. She understood staff would be presenting a proposal for a Request for Proposals in three or four

months and City Council would be told how much money was available. She believed the City would have between \$2 million and \$3.5 or \$4 million to get started with an architect. Now, it seems as if staff is asking City Council to say they want a timeline for the project.

City Manager Estes clarified that some Councilors want to move forward with funds on hand, but others want to consider fundraising to add to the funds on hand. Staff needed a consensus from City Council.

Councilor Price wanted Council to discuss this issue before the end of the year.

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

There was none.

City Council recessed into Executive Session at 8:46 pm.

EXECUTIVE SESSION

Item 8 (a) ORS192.660 (2)(h) – Legal Counsel

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

The City Council will meet in executive session to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed and discuss a performance evaluation.

City Council reconvened the regular session at 10:20 pm.

Item 8 (a) ORS192.660 (2)(h) – Legal Counsel

City Council Action: Motion made by Councilor Warr, seconded by Councilor Price to direct the City Attorney to file a judgment against Brad Smithart. Motion carried unanimously. Ayes: Councilors Price, Warr, Nemlowill and Mayor LaMear; Nays: None.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:22 pm.

ATTEST:

APPROVED:

Finance Director


City Manager



November 29, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: OUTFITTING OF POLICE VEHICLE

DISCUSSION/ANALYSIS

At the November 7, 2016 meeting Council approved the purchase of a 2017 Ford Police Interceptor Utility vehicle. At that time staff indicated a future approval would be required for the set up of the vehicle.

Since 2013, Cascade Mobile had been the sole source emergency vehicle outfitter for the Astoria Police Department. In early 2016 Astoria Police Department was advised by Cascade Mobile that they were no longer going to be involved in the business of setting up emergency vehicles. Cascade Mobile recommended vendor Wire Works to their previous customers as having a reputation for high quality workmanship and a reasonable turnaround time.

Staff met with a total of three vendors to obtain quotes. One vendor was unresponsive. A second vendor responded initially but no bid was ever provided. Wire Works responded to the request for bid and also completed another small job. That work was done in a quality way and timely manner.

After providing an initial quote, Wire Works offered to review the new police vehicle specs as they believed they could advise staff of what items can be installed at the factory that would provide savings to the City of Astoria. Staff has received a quote from Wire Works in the amount of \$13,696.86 for the set up of the new police vehicle. This includes emergency lighting, equipment, radios and installation. Wire Works also advised that they will coordinate directly with Gresham Ford to order and pre-stage the necessary equipment so they may immediately pick up the vehicle and begin outfitting the vehicle once it arrives to the dealership. Funds for this are budgeted within the vehicle lease payment in the Capital Improvement Fund for Fiscal Year 2016-2017.

RECOMMENDATION

It is recommended that Council approve the expenditure of \$13,696.86 for the set up of the vehicle previously approved.



Eric Halverson
Deputy Chief of Police




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 23, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **CSO PROGRAM MODELING SUPPORT – CONTRACT FOR PROFESSIONAL SERVICES**

DISCUSSION

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. This model contains important information regarding the storm and sewer infrastructure (e.g. pipe size, length, and material), geographic areas that flow to each pipe segment, rainfall information, and historic flows that are used to predict the system response after CSO project completion. There is ongoing maintenance and calibration that must occur to the model so that it closely replicates actual conditions in the field and gives the City the most accurate data for the design of future CSO projects. Determining the scope of future CSO projects is accomplished by a specialized CSO modeling engineer who analyzes the data generated by the model, and then recommends the most cost effective approach to meet the overflow criteria that is established by the Department of Environmental Quality (DEQ). The scope of the project is then given to a design engineering consultant to produce plans and specifications for bidding the construction of the project.

In April 2012, Council authorized a contract for CSO Modeling Support Services to HDR with the option of annual renewal of this contract. During the past four years, HDR has updated and refined the CSO collection system model, identified additional monitoring needs to further characterize flows for future projects, completed necessary documentation to submit to the Department of Environmental Quality (DEQ) to verify implementation of completed projects and began developing preliminary scopes for future projects.

HDR has provided a scope of work and estimated budget (see Attachment A of the Contract) of \$74,201 for December 2016 through July 2017. The scope of services includes continued model updates, further development of preliminary project scopes, processing data, and monthly reporting for DEQ requirements. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable. The contract has been reviewed by City Attorney Blair Henningsgaard and approved as to form. Funds are available through the Public Works Improvement Fund.

RECOMMENDATION

Recommend that City Council renew the contract for CSO Modeling Support Services with HDR for a total not to exceed amount of \$74,201.

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

Prepared By: CINDY MOORE KA
Cindy D. Moore, City Support Engineer

**CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and HDR Engineering, Inc., 1001 SW 5th Avenue, Suite 1800, Portland, Oregon 87204 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the CSO Modeling Support Services.
- 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 August 30, 2017.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not to exceed \$74,201 for performance of those services provided herein;
- B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Lisa Tamura, HDR Engineering Inc., 1001 SW 5th Avenue, Suite 1800, Portland, Oregon 97204, (503) 423-3700.

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 materially 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 time-based and reimbursable expense 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. 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 subjected to 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. The City of Astoria also requires its contractors and grantees to 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 by either party or any work subcontracted without consent from the other party.

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

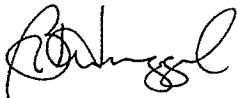
This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may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

29. RELEASE OF INFORMATION

All dissemination of information related to future CSO design and construction projects will be released by the CITY. The CONSULTANT will refer all requests for information to the CITY including requests by other HDR staff members who are not working directly on the tasks 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:



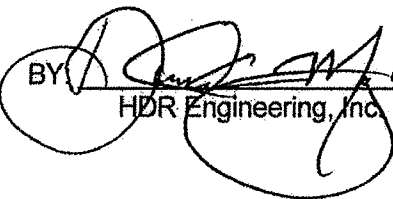
Attorney

Digitally signed by
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Date: 2016.11.22 14:47:43 -08'00'

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY:  _____ 11-21-16
HDR Engineering, Inc. Date

City of Astoria
Hydraulic / Hydrologic Modeling Support Services for Combined Sewer Overflow Program
Scope of Services (2016-2017)

HDR Engineering (HDR) will perform the following Scope of Services for this project:

Task 1 – Project Management

This task includes management and coordination of the work defined in this scope of services. Specific elements under this task are listed below.

HDR Responsibilities:

- Management of the project including project coordination, maintaining the project schedule, and coordination and performance of Quality Assurance/Quality Control (QA/QC) activities.
- Prepare monthly progress reports and invoices. Progress reports will describe activities during the invoice period, plans for the upcoming invoicing period, and schedule status. The report shall document the reasons for any change(s) previously discussed with the City's project manager.
- Conduct twelve monthly one-hour progress meetings. Meetings will be by phone.

Assumption:

- This Scope of Services anticipates a schedule from December 2016 through June 2017.

Deliverables:

- Seven monthly progress reports and invoices.

Task 2 – CSO Program Technical Support

This task includes validating, updating and maintaining the existing hydraulic model developed to support the analysis of the performance of the CSO collection system. The hydraulic model will be used to evaluate system performance and aid in identifying projects needed to meet CSO program goals. The analysis will characterize the performance of the collection system, determine the hydraulic bottlenecks, and evaluate alternatives to achieve control at uncontrolled CSO outfalls. This task will build upon work performed under the 2014-2015 Scope of Services.

HDR Responsibilities:

- Update the model to include newly constructed facilities and any other facilities and improvements that have been added to the system since the model was last updated.
- Maintain the model through the annual on-call contract. Model calibration and validation may be revisited as new data is collected. Model verification will be performed when new facilities come on-line that significantly change the operation of the CSO system.
- Use hydraulic model to evaluate system performance and identify projects needed to meet CSO program goals for uncontrolled outfalls. The analysis will characterize the performance of the collection system, determine hydraulic bottlenecks, and evaluate alternatives to achieve control at the uncontrolled outfalls. The focus will be on identifying a plan to bring the remaining Phase 4 & 5 outfalls into control.
- Prepare conceptual design plan equivalent to a 10% level of design for the identified projects. Projects will be developed to a concept level showing project limits and identifying the design criteria.

- Prepare planning-level estimate of probable construction cost for each CSO infrastructure project area.
- Prepare draft and final Technical Memorandum describing the projects necessary to meet the CSO program goals.

Assumptions:

- The model will be maintained by HDR.
- Information on recently constructed CSO projects as well as any other information on facilities and improvements to be incorporated into the model to be provided by the City.
- HDR will verify calibration of the updated model for both the outfalls discharging to Youngs Bay and those discharging to the Columbia River. Calibration guidelines published by the Wastewater Planning Users Group (November 2002) will be followed for this project.
- Model calibration and validation will be performed using currently available flow monitoring data from the City.
- Additional calibration and validation data will be collected by the City and provided to HDR upon request. This will be done up to two times under this Scope of Services.
- Conceptual design of projects will include project description, a definition of project limits, and design criteria for further development in subsequent design efforts.
- The Phase 4 & 5 CSO projects will address control requirements outfalls 05, 08, 09, 10, 27, 28, 29, 30 and 32. The outfalls will be grouped into up to three project areas.
- Planning-level costs will include project capital, O&M, engineering, administration, real estate contingency, and financing costs. Costs will be annualized for each proposed alternative on 2017 dollars.
- City will provide one set of consolidated comments on the draft CSO Projects Technical Memorandum. One revision will be made prior to finalizing the document.

Deliverables:

- Updated and calibrated hydraulic model
- Technical Memorandum summarizing projects identified to meet the CSO program goals for the upcoming outfalls.
- Planning-level estimate of probable construction cost for each CSO conceptual design.

Task 3 – Monthly CSO Reporting Support

Assist the City with the preparation of monthly DEQ CSO Reports. This includes supporting the City's monitoring program.

HDR Responsibilities:

- Review existing monitoring data and identify additional monitoring locations, as necessary.
- Provide feedback on system flow monitoring data quality for validating and/or calibrating the model and assessing infrastructure deficiencies. Feedback will include flagging sites where data quality begins to deteriorate or where battery voltage is low (less than 8.0V). Identified sites will be noted in an email to the City's maintenance crew.
- Download monitoring data and update the existing Microsoft Access database containing historical CSO monitoring data.
- Prepare draft of the CSO Report each month for the City's review. Reports will be prepared for November 2016 through May 2017.
- Conduct monthly conference call to discuss draft CSO Report and receive City's comments.
- Prepare draft and final CSO Event Technical Memorandum (TM), as needed. This TM will evaluate disallowed overflows that are occurring at controlled outfalls and recommend steps to address the disallowed overflows.

Assumptions:

- City will provide monitoring equipment and staff for monitor installation, data collection, and maintenance.
- HDR will update the Microsoft Access database with data downloaded from the City's online data source.
- The City will review drafts of the CSO Report each month and finalize them prior to submittal to DEQ.
- The City will provide a consolidated set of comments on each draft CSO Report. Only one revision will be made by HDR before submitting the report for the City to finalize.
- The City will submit the final reports to DEQ.

Deliverables:

- Microsoft Access database containing historical CSO monitoring data.
- Monthly drafts of CSO Reports
- Draft and Final versions of CSO Event Technical Memorandum.

Level of Effort	HDR Engineering									
	Project Manager	QA/QC	Technical Advisor	Senior Engineer	Project Engineer / Hydraulic Modeler	Project Assistant	Project Controller	Hours	Labor	Technology Charge
Task Description	\$ 158.53	\$ 260.83	\$ 277.73	\$ 206.24	\$ 113.40	\$ 62.00	\$ 105.40			
Task 1: Project Management										
1.1 Progress meetings	10							10	\$ 1,585	\$
1.2 Invoicing & progress reports	8						10	18	\$ 2,322	\$
1.3 QA/QC overall project activities	10	4	4	4				22	\$ 4,565	\$
Sub-total	28	4	4	4	0	0	10	50	\$ 8,472	\$ 1
Task 2: CSO Program Technical Support										
2.1 Update the hydraulic model	20				40			60	\$ 7,707	\$ 2
2.2 Model maintenance	20				40			60	\$ 7,707	\$ 2
2.3 Evaluate system performance & identify control plan	30		10	12	30			82	\$ 13,410	\$ 3
2.4 Prepare conceptual level design plan	20		1		30			51	\$ 6,850	\$ 1
2.5 Prepare cost estimate	8		1		20			29	\$ 3,814	\$ 1
2.6 Prepare draft and final CSO Program Phase 4 & 5 Plan (TM)	30	2				8		40	\$ 5,774	\$ 1
Sub-total	128	2	12	12	160	8	0	322	\$ 45,261	\$ 11
Task 3: Monthly CSO Reporting Support										
3.1 Review existing monitoring data	10							10	\$ 1,585	\$
3.2 Provide feedback on monitoring data quality	10							10	\$ 1,585	\$
3.3 Update Microsoft Access monitoring data database	16							16	\$ 2,537	\$
3.4 Prepare monthly draft CSO Report	10				10			20	\$ 2,719	\$
3.5 Conduct monthly conference call to review draft CSO Report	10							10	\$ 1,585	\$
3.6 Prepare draft and final CSO Event TM	32	4						36	\$ 6,116	\$ 1
Sub-total	88	4	0	0	10	0	0	102	\$ 16,128	\$ 3
Hours	244	10	16	16	170	8	10	474		
Fee	\$38,682	\$2,608	\$4,444	\$3,300	\$19,278	\$496	\$1,054		\$69,862	\$ 1.7
Escalation									\$ 1,886	



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: November 28, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) STORM
DAMAGE PUBLIC ASSISTANCE GRANT ACCEPTANCE**

DISCUSSION/ANALYSIS

During the period of December 6th through 23rd, 2015, the State of Oregon experienced a severe weather pattern that caused damaging winter storms with straight-line winds, flooding, and landslides. The City of Astoria experienced erosion along the Columbia River shoreline and a washout in a location along Pipeline Road where our 21" diameter water transmission main crosses a ravine. As a result of the widespread damage, a Federal declaration of emergency was declared on February 17, 2016 and the Federal Emergency Management Agency (FEMA) Public Assistance Program funds became available to assist communities with the repair of their damages. The Infrastructure Finance Authority (IFA) has notified the City that they have grant funds available to provide match for FEMA funds.

PROJECT STATUS UPDATE

Emergency Shoreline Erosion Project – This project involves repairing multiple erosion areas along the Columbia River damaged by the December 2016 storm event. Staff has been waiting on the permits for the project which are expected within the next month. With permits in hand, staff will be able to proceed with a Request for Quotes for the work and has an anticipated project completion date of February 28, 2017. Staff will come back to Council for an authorization to award a contract once quotes are received and reviewed.

Pipeline Road Waterline Bank Stabilization Project – This project involves the stabilization of the creek bank where erosion is threatening the City's water transmission main that supplies water to the City and our outlying water districts. Losing the service of this line would be unacceptable so this project is considered urgent to the City. Staff had worked hard to prepare the permit application for the project and to hire the professional staff to provide geotechnical and design services. Staff then requested quotes for the construction services and was prepared to make the repairs before the October 15th in-water work period deadline when we were informed that the Army Corp of Engineers would not be issuing the required permit for the work. We were informed that the National Marine Fisheries Agency did not want the existing riprap repaired and preferred a bioengineered solution.

At that point staff consulted with FEMA and agreed to execute the construction contract and prepare the site for emergency placement of protective rock armoring during this winter storm season. The contract for this work was approved by Council at their September 19, 2016 meeting. Since that time staff has been working on an alternatives analysis looking at other options to either stabilize the pipeline or relocate it. The emergency rock has been placed after recent rainfall caused additional erosion placing the pipeline at further risk. Staff expects to implement a permanent solution during the summer of 2017. FEMA has told us that all costs for both the temporary protective measures and the permanent solution would be eligible for grant funding.

FUNDING UPDATE

Staff has been participating in the program meetings and submittal requirements to date.

FEMA has completed an Applicant Exit Briefing (attached) which summarized the anticipated project costs to date. This is the point at which the project administration is passed from FEMA to Oregon OEM. The attached document needs to be signed by the applicant’s authorized representative which has been City Engineer Jeff Harrington for this grant so far. The formal contract was previously signed by the Mayor. Along with the attached document will be other worksheets that will need to be signed by the City Engineer.

Following is a current project budget summary:

Project Name	FEMA Grant Funding (75%)	IFA Grant Funding (25%)	Project Total
Emergency Shoreline Erosion Project	\$82,356 (1)	\$27,452 (3)	\$109,808
Pipeline Road Waterline Stabilization Project	\$110,869 (2)	\$36,956	\$147,825
Total	\$193,225	\$64,408	\$257,633


Notes:

- 1) The Emergency Shoreline Erosion Project is considered a small project by FEMA therefore they will pay the estimated costs and send us funds upon our request.
- 2) The Pipeline Road Waterline Stabilization Project is considered a large project by FEMA therefore they will pay actual costs once funds are expended.
- 3) IFA has informed us that the match for this project may not be available due to strong competition for available funds. Staff has still applied hoping for a change in the availability of additional grant funds. Should IFA funds not become available, Capital Improvement funds shall be utilized.

Staff has been working with our IFA representative and plans to bring a contract for IFA grant funds to Council in the near future. The FEMA and IFA funds will allow both projects to be fully reimbursed resulting in no cost to the City with the exception of the possible lack of IFA match funding for the Emergency Shoreline Erosion Project.

RECOMMENDATION

It is recommended that Council authorize City Engineer Jeff Harrington to sign the required follow up documents pertaining to the previously approved grant contract with FEMA/OEM.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer



FEDERAL EMERGENCY MANAGEMENT AGENCY
 Federal/State Joint Field Office
APPLICANT EXIT BRIEFING



APPLICANT: Astoria

FEMA - 4258 - DR - OR

Exit Briefing Preparation	COMPLETED?		NOTES
	YES	NO	
Print and review D.1 (Project Worksheet Report)	X		
Review any issued Determination Memorandums/Letters		X	No Determination Memo
Review any insurance proceeds deductions, "Obtain and Maintain" insurance commitment requirements and "Letter of Commitments" signed by the Applicant.	X		
Review any environmental, historical preservation and flood plain requirements and/or conditions that have been placed on the project.		X	
Exit Briefing Discussion	DISCUSSED?		NOTES
	YES	NO	
Current disposition of ALL submitted projects using the D.1 (Project Worksheet Report)	X		
FEMA determination memorandums/letters		X	No Determination Memo
Appeals process to include required timelines	X		
Period of performance end dates for all categories of work	X		
Time extension requests	X		
EHP conditions placed on projects	X		
Insurance commitment requirements		X	
Scope of Work changes - must be pre-approved prior to commencing work	X		
Improved projects		X	
Alternate projects		X	
406 Hazard Mitigation		X	
Large Project closeout submissions	X		
Small Project Monitoring	X		
Small Project Netting appeals		X	
Payments of obligated federal share funding and non-federal share funding. The Grantee will provide information on the State payment process or Tribal payment process, if a tribal grantee, and the percentage, if any, that will be provided to the Applicant to offset the non-federal share costs of the project(s).	X		
Documents to be provided to Subrecipient	PROVIDED?		NOTES
	YES	NO	
D.1 Project Worksheet Report	X		
Copy of Oregon OEM's Exit Briefing-Grants Management for FEMA Public Assistance Projects guidance	X		
Copy of completed Exit Briefing, Pages 1 and 2	X		

General Grant Information for FEMA-4258-DR-OR

Period of Performance and Time Extension Schedule for Categories A through G

DR	State	Incident Period		Declaration Date	Category A and B Emergency Work End 6- month Period	GAR TE Limit for Emergency Work End 12-month period	Permanent Work (Categories C, D, E, F, G) End 18-month period	GAR TE Limit for Permanent Work End 48-month period	Federal Share	Comments
		Start	End							
4258	OR	12/6/2015	12/23/2015	2/17/2016	8/17/2016*	2/16/2017	8/17/2017	2/17/2020	75%	*The period of performance end date for PAAP Debris sliding scale projects is June 3, 2016 which is 180 days from the incident period start date of December 6, 2015.

Large Project Threshold	\$120,800.00
Small Project Threshold	\$3,050.00

Date: 10-13-2016 17:30

Federal Emergency Management Agency

Project Worksheet (D.1)

Disaster: FEMA-4258-DR-OR

Total Number of Records: 3

Large Project Threshold: \$ 121,800.00

Applicant ID: 007-03150-00

Applicant / Subdivision: ASTORIA

County: Clatsop

PAC: FRANK EVOLA

PW #	Cat.	Elig.	Cost Share	Project Amount 100%	% Compl	Inspection Date	Review Dates	Completion Dates	Obligation Dates	Bundle #
							Initial	Projected	Requested	
PA-10-OR-4258-PW-00148(0)	G	N	N	\$ 109,808.00	0		07-22-2016	08-17-2017		
PA-10-OR-4258-PW-00199(0)	C	Y	N	\$ 9,800.00	100		08-03-2016 08-30-2016	08-17-2017	09-07-2016 09-07-2016	PA-10-OR-4258-PW-00199(201)
PA-10-OR-4258-PW-00290(0)	C	N	N	\$ 138,025.00	0		09-07-2016	08-17-2017		
Categories:			Applicant Totals:			PWs				
Category A:			\$ 0.00			0				
Category B:			\$ 0.00			0				
Category C:			\$ 147,825.00			2				
Category D:			\$ 0.00			0				
Category E:			\$ 0.00			0				
Category F:			\$ 0.00			0				
Category G:			\$ 109,808.00			1				
Category Z:			\$ 0.00			0				
Category Totals per Applicant:			\$257,633.00			3				

Grand Totals per Category

Categories	PWs
Category A:	\$0.00 0
Category B:	\$0.00 0
Category C:	\$147,825.00 2
Category D:	\$0.00 0
Category E:	\$0.00 0
Category F:	\$0.00 0
Category G:	\$109,808.00 1
Category Z:	\$0.00 0

Grand Total PW Amount:

\$257,633.00 3

EXIT BRIEFING – Grants Management for FEMA Public Assistance Projects

Oregon Office of Emergency Management (Pass-Through Entity/Recipient)

Upon final approvals and obligation of the Subrecipient's project, OEM will mail out the approved FEMA Project Worksheet (PW), which will include all the conditions and compliance requirements for the project. This package will be mailed to the applicant representative listed on the Request for Public Assistance (RPA) form for that entity. This package will include instructions on how to receive payment and necessary forms to request payment and close the project.

Grants Management

Period of Performance for project

Category A & B Projects (emergency work), approved completion date: 8/17/16

Category C-G Projects (permanent work), approved completion date: 8/17/17

Time Extensions

If additional time is needed to complete the work please contact OEM for a time extension request.

The State (OEM) has authority with justification, to grant time extensions on Category A & B projects of an additional 6 months and Category C-G projects of an additional 18 months.

Time extensions beyond the State authority will require approval from FEMA Region Ten.

Requesting a version to applicant provided Scope Of Work Projects obligated with A/E services or \$0

The applicant must inform OEM when the Scope of Work is received and ready for submittal. OEM will coordinate with FEMA to ensure a proper level of review is performed and a version of the initial PW is prepared to capture the requisite Scope of Work for the associated damaged elements.

Cost Overruns

Subrecipients should contact OEM, prior to work completion, if there is a significant actual or anticipated cost overrun on a project. *This typically applies to large projects only.*

Changes in Scope of Work

Subrecipients must contact OEM if there are any changes from the FEMA approved scope of work prior to starting work. Changes from the approved scope of work may require FEMA prior approval.

Record of Environmental Consideration (REC)

Upon approval of the Subrecipient's project an REC will be included as an attachment to the FEMA approved Project Worksheet (PW). The REC is the environmental compliance requirements for the project. Please review to ensure compliance of the project, failure to comply could result in loss of federal funding of the project.

Project Closeout

Small project < \$120,800

Subrecipients should submit the Project Certification Completion Report (P.4 form will be mailed to subrecipient with approved Project Worksheet package sent by OEM) as soon as project is completed. All of the subrecipients Small projects must be closed with FEMA within 180 days of completion date of the last completed Small project.

Large project >\$120,800

Subrecipients are required to submit all eligible incurred costs for final closeout. The subrecipient is required to complete the Statement of Documentation and Project Certification Completion Report (P.4) to initiate closeout (forms will be mailed to subrecipient with approved Project Worksheet package sent by OEM). Subrecipients should initiate closeout to OEM within 90 days of completion of the large project. OEM is required to close large projects with FEMA within 180 days of the large project completion date. *Large Project may require a final inspection by OEM for closeout.*

Reference: Public Assistance Program and Guide (PAPPG), page 138 & 139.

Quarterly Reports (Large projects only)

For uncompleted Large projects Quarterly Progress Reports will be required (OEM will notify sub recipient each quarter). Quarterly Reports are due to OEM by July 15, October 15, January 15, and April 15. *The state will notify applicants of those projects requiring quarterly reports.*

Record Retention

Subrecipients will be notified that all records and supporting documentation for their small and large projects must be retained for a period of six (6) years following the closure of all their projects and closure by FEMA as an applicant.

Audit Requirements

Non-federal sub recipients expending financial assistance of \$750,000 or more in federal funds from all sources, direct and indirect are required to have a single or program –specific audit in accordance with 2 CFR 200 Subpart F-Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards. *Applicants are required to provide the State with a copy of the Single Audit if required. Applicants will be notified by the State agency that provided the applicant with the most federal funds in a fiscal year.*

Resources:**FEMA Policy and Guidance**

<http://www.fema.gov/public-assistance-policy-and-guidance>

2 CFR 200, procurement, contracting rules and FEMA Equipment Rates:

<http://www.fema.gov/public-assistance-resources-and-tools>

OEM Website:

http://www.oregon.gov/OMD/OEM/Pages/fin_rec/SevereWinterStorm2015.aspx

If you have any questions please contact Julie Slevin at Oregon Office of Emergency Management (OEM) at Julie.slevin@state.or.us or 503.378.91 x 22235 or Denise Choin at denise.e.choin@state.or.us or 503.378.2911, x 22222



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 28, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO ADD JOB DESCRIPTION FOR BUILDING INSPECTOR

DISCUSSION/ANALYSIS

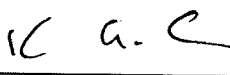
The Community Development Department hired Ben Small as the new Building Official/Code Enforcement Officer in October 3, 2016. Mr. Small has been studying for certifications for Building Official, fire life safety review, and commercial plan review and inspections. In the interim, the Department secured the services of the Clair Co (Corvallis) to offset the need for residential and commercial plan review services. This is a temporary solution until Mr. Small is fully trained for the position. In addition to plan review, the City would like to hire Jim Byerly, who serves as the Warrenton Building Official, to offer commercial inspections to customers until such time Mr. Small has been fully trained. Originally, the concept was to hire the City of Warrenton Building Department through an Intergovernmental Agreement (IGA), but after careful consideration, a temporary part time position is better suited to meet the needs of customers.

The enclosed job description is for a temporary, part time position of 6-8 hours a week (Schedule F-1, Range 3, Step 6, \$50/hr) that will be a new position as established in Resolution 16-12. Based on the number of proposed hours and temporary nature of the position, the Building Division has adequate funds to cover the cost of the position in FY 16-17. The Building Official position was budgeted for full time wages and benefits and it is estimated the savings from hiring the position in early October will offset the cost of the temporary Building Inspector position.

The position is focused on commercial inspections and will report directly to the Community Development Director but work alongside the Building Official. As an added benefit, Mr. Byerly's teaching experience can also mentor Mr. Small the finer points of the building code and the art of commercial inspections in the field. The Finance Department and Xenium have reviewed and updated the attached job description.

RECOMMENDATION

It is recommended that City Council approve a job description for Building Inspector.

By: 

Kevin A. Cronin
Community Development Director



Job Description

Job Title: Building Inspector
Department: Building Inspection
Reports To: Dir. of Community Development
FLSA Status: Non-Exempt
Physical Strength: Light (L)

Prepared By: Xenium
Prepared Date: November 2016
Approved By: Susan Brooks
Approved Date: November 2016

SUMMARY

This position is responsible for issuing building permits, reviewing plans and inspecting building construction in progress, and at completion, for compliance with building codes and ordinances; interprets and enforces building codes; reviews applications and/or plans for construction; maintains records related to permits.

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

1. Maintains effective working relationships with members of the general public, City departments, and other agencies.
2. Examines and reviews building permits for Code compliance (based upon level of certifications) and ensures approvals are completed in a proper sequence. Coordinates with contracted plan reviewers for plan work beyond the Building Inspector's level of certification.
3. Interprets applicable Code requirements.
4. Inspects projects in the field and ensures work is completed according to approved building permits. Coordinates other inspections such as electrical, plumbing, and mechanical inspections (if served by Clatsop County or if beyond the Building Inspector's certification).

JOB DUTIES

- Documents inspections and maintains various records. Prepares reports as required.
- Determines value of structures for permits and calculates fees. Coordinates permit issuance with other Departments.
- Proactively resolves potential code violations through a customer service oriented approach by working with citizens to obtain compliance.
- Answers customer service questions or complaints verbally, written, on the telephone, in person and by mail in order to implement policy and to serve the needs of citizens.
- Exercises reasonable and good judgment and applies Codes in a fair and equitable manner.
- Performs clerical work such as filing; photocopying; faxing; computer input, access and retrieval of data; word processing.
- Performs other duties as needed.



Job Description

SUPERVISORY RESPONSIBILITIES

This position has no supervisory duties.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High School graduation or equivalency; and graduation from an accredited college with an Associate's Degree in Building Inspection Technology and two years of experience in construction or building inspection. Alternatively, in lieu of an Associate's degree and two years' experience, any equivalent combination of education and experience which ensures the ability to perform the work. Must possess a valid driver's license and have a safe driving record.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

- CAM-Residential Mechanical Inspector
- CAS-Residential Structural Inspector
- Mechanical & Structural Inspector – A Level
- OIC-OR Inspector Certification

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



Job Description

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is frequently required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

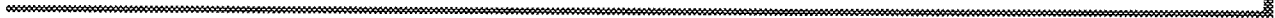
While performing the duties of this Job, the employee is regularly exposed to outdoor weather conditions. The employee is occasionally exposed to wet or humid conditions (non-weather); work near moving mechanical parts; work in high, precarious places; fumes or airborne particles; extreme cold (non-weather); extreme heat (non-weather) and vibration.

The noise level in the work environment is usually very loud.

Employee Signature: _____

Employer Representative: _____

Date: _____





November 21, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: 23rd STREET CLOSURE – LOCAL AGENCY AMENDMENT

DISCUSSION/ANALYSIS

In an effort to expand parking and improve pedestrian and vehicular mobility between 23rd and 27th Street, Columbia Memorial Hospital (CMH) is constructing a new parking lot adjacent to 23rd Street and Franklin Ave. Part of this project includes improvements along US30 (Marine Drive) and Franklin Ave. The improvements include closing the currently vacated access on 23rd Street, providing new sidewalks, upgraded ADA ramps, new crosswalks, improved drainage, a new turn lane on Marine Drive, and a safer access to Franklin Ave.

The City and CMH worked with ODOT to get \$149,000 in initial funding for the proposed access management improvements along the State highway. This funding does not require a matching contribution, but will require CMH to pay for any costs that exceed the funded amount. The ODOT Cooperative Improvement Agreement (CIA) was approved by the City in January 2016. The City is included in the agreement to: formally accept closure of the 23rd Street access location; accept the new Franklin Ave. intersection improvements and associated right-of-way dedication; and accept maintenance responsibility for improvements not maintained by adjacent property owners, CMH or ODOT.

During the design review process, ODOT required that 4 additional ADA ramps adjacent to the project be upgraded to modern standards. With this increase in scope, ODOT provided \$43,000 in additional access management funding to cover the cost. The City will need to execute Amendment #1 (attached) to the CIA in order for CMH to utilize the additional access management funds. The City Attorney has reviewed the agreement and has approved it as to form. There is no direct financial impact to the City as a result of this amendment.


RECOMMENDATION

It is recommended that Council approve Amendment #1 to the Cooperative Improvement Agreement with ODOT for the 23rd Street Closure Project.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


Nathan Crater, Assistant City Engineer

AMENDMENT NUMBER 01
COOPERATIVE IMPROVEMENT AGREEMENT
US Route 30: 23rd Street Closure – Franklin Avenue Improvement
City of Astoria / Columbia Memorial Hospital

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "City;" and **COLUMBIA LUTHERN CHARITIES, INC.**, a domestic nonprofit corporation, **DBA COLUMBIA MEMORIAL HOSPITAL**, acting by and through its Board of Trustees, hereinafter referred to as "CMH." The Parties entered into an Agreement on March 15, 2016.

It has now been determined by State, City and CMH that the Agreement referenced above shall be amended to increase funding to cover additional sidewalk curb ramp work and pedestrian crosswalk closures on US 30 (Marine Drive) and update Americans with Disabilities Act of 1990 (ADA) language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **RECITALS, Paragraph 6, Page 2, which reads:**

6. State will utilize Access Management Funds (AMF) totaling \$149,000 for the closure of 23rd Street, realignment of Franklin Avenue, and the installation of a left-turn lane on Marine Drive to improve traffic safety in the vicinity of CMH.

Shall be deleted in its entirety and replaced with the following:

6. State will utilize Access Management Funds (AMF) totaling \$192,000 for the closure of 23rd Street, realignment of Franklin Avenue, installation of a left-turn lane, and additional sidewalk curb ramps and pedestrian crosswalk closure on Marine Drive to improve traffic and pedestrian safety in the vicinity of CMH.

b. **TERMS OF AGREEMENT, Paragraphs 1 and 2, which read:**

1. Under such authority, State, City, and CMH agree that CMH will design and construct improvements to Marine Drive from approximately mile point 97.41 to mile point 97.49, including, but not limited to:
- a. new curbing to enclose the vacated 23rd Street approach on the south side of Marine Drive, as depicted in the map attached hereto, marked "Exhibit A," and by this reference made a part hereof;

- b. new sidewalks, curbs, and drainage on the south side of Marine Drive;
- c. realignment of Franklin Avenue, including a left-turn lane on Marine Drive at Franklin Avenue; and
- d. striping.

These collective elements shall hereinafter be referred to as "Project". The Project is contingent on the City's approval of a portion of 23rd Street to be closed. The City and State shall assume maintenance of the Project upon completion as more fully set forth below. The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit B," and by this reference made a part hereof.

- 2. CMH has determined that the estimated cost of the Project is \$165,000, which is subject to change. The Project will be financed in an amount not to exceed \$149,000 in state Access Management funds. CMH shall be responsible for any portion of the Project which is not covered by the Access Management funds. If the Project is completed for under \$149,000, remaining funds shall be retained by the State.

Shall be deleted in their entirety and replaced with the following:

- 1. Under such authority, State, City, and CMH agree that CMH will design and construct improvements to Franklin Avenue and Marine Drive from approximately mile point 97.41 to mile point 97.49, including, but not limited to:
 - a. new curbing to enclose the vacated 23rd Street approach on the south side of Marine Drive, as depicted in the map attached hereto, marked "Exhibit A," and by this reference made a part hereof;
 - b. new sidewalks, sidewalk curb ramps, curbs, pedestrian crosswalk closures, and drainage on the south side of Marine Drive, as depicted in the map attached hereto, marked "Exhibit C," and by this reference made a part hereof;
 - c. sidewalk curb ramp work on Marine Drive on the northwest corner of 23rd Street and northeast and southeast corners of 27th Street, as depicted in Exhibit C;
 - d. realignment of Franklin Avenue, including a left-turn lane on Marine Drive at Franklin Avenue;

- e. sidewalk curb ramps on Franklin Avenue; and
- f. striping.

These collective elements shall hereinafter be referred to as "Project." The Project is contingent on the City's approval of a portion of 23rd Street to be closed. The City and State shall assume maintenance of the Project upon completion as more fully set forth below. The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit B," and by this reference made a part hereof.

- 2. CMH has determined that the estimated cost of the Project is \$192,134.64, which is subject to change. The Project will be financed in an amount not to exceed \$192,000 in state Access Management funds. CMH shall be responsible for any portion of the Project which is not covered by the AMF. If the Project is completed for under \$192,000, remaining funds shall be retained by the State.

c. CITY OBLIGATION, Paragraph 4, Page 3, which reads:

- 4. City shall, upon completion of Project, maintain all sidewalks within the limits of this Project, except for those areas in which owners of real property abutting sidewalks shall be maintained as described in accordance with City Code 2.000 – *Maintenance Procedures for Sidewalks*.

Shall be deleted in its entirety and replaced with the following:

- 4. City shall, upon completion of the Project, periodically inspect and maintain all sidewalks and curb ramps within the limits of the Project, except for those areas in which owners of real property abutting sidewalks shall be maintained as described in accordance with City Code 2.000 – *Maintenance Procedures for Sidewalks* throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of this Agreement.

d. Insert new CMH OBLIGATIONS, Paragraph 2, to read as follows:

- 2. CMH shall:
 - a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks and curb ramps, meet current ODOT Highway Design Manual standards;
 - b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks and curb ramps using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard

Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form;

- c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded or improved as part of the Project. The completed form is the documentation required from CMH showing that each curb ramp meets ODOT standards and is ADA compliant. State's fillable Curb Ramp Inspection Form and instructions are available at the following address: <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and
- d. Promptly notify State of Project completion to allow State to inspect Project sidewalks and curb ramps located on or along the portion of the state highway identified in Exhibit C prior to acceptance of Project by CMH and prior to release of any Agency contractor.
- e. **CMH OBLIGATIONS, Paragraphs 2 through 22 shall be hereinafter re-numbered as Paragraphs 3 through 23.**
- f. **CMH OBLIGATIONS, Paragraph 3, Page 3, which reads:**
 3. CMH shall keep accurate cost accounting records. CMH shall prepare and submit monthly itemized, progress invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$149,000, including all expenses. Travel expenses will not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

3. CMH shall keep accurate cost accounting records. CMH shall prepare and submit monthly itemized, progress invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$192,000, including all expenses. Travel expenses will not be reimbursed.
- g. **STATE OBLIGATIONS, Paragraph 3, Page 7, which reads:**
 3. In consideration for the services performed, State agrees to pay CMH within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$149,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

3. In consideration for the services performed, State agrees to pay CMH within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$192,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF ASTORIA, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel

Date _____

COLUMBIA MEMORIAL HOSPITAL,
by and through its Board of Trustees

By _____
Chief Executive Officer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Columbia Memorial Hospital Legal Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Planning and Development
Manager

Date _____

By _____
District 1 Manager

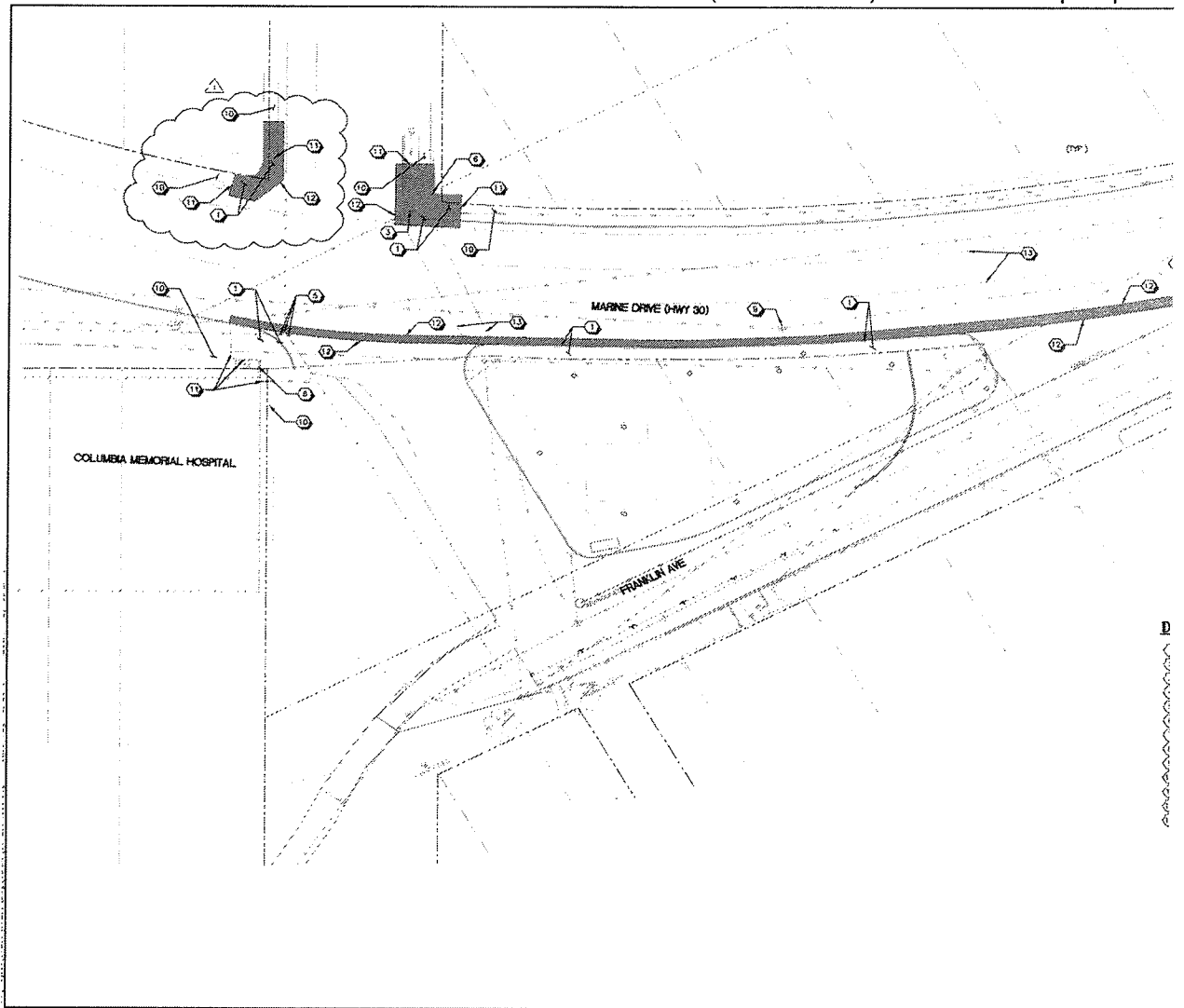
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT C
US 30 (Marine Drive) Sidewalk Ramp Improve



COOPERATIVE IMPROVEMENT AGREEMENT
US Route 30: 23rd Street Closure – Franklin Avenue Improvement
City of Astoria / Columbia Memorial Hospital

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" CITY OF ASTORIA, acting by and through its designated officials, hereinafter referred to as "City," and COLUMBIA LUTHERAN CHARITIES, Inc., a domestic nonprofit corporation, DBA COLUMBIA MEMORIAL HOSPITAL, acting by and through its Board of Trustees, hereinafter referred to as "CMH;" and all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. US Route 30 (Lower Columbia River Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC), and is routed through the corporate limits of the City of Astoria. US Route 30 is known within the limits of this project as Marine Drive. 23rd Street and Franklin Avenue are part of the city street system under the jurisdiction and control of City.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic marking work on this Project will conform to the current State standards and specifications.
4. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of city street remains with the City.
5. CMH is expanding its facilities to include a cancer center and, as a result, requires more parking area to accommodate increased traffic. City land use and development approvals required for the CMH facilities expansion are conditioned on roadway

improvements to Marine Drive (adjacent to the CMH facilities) to ensure safe traffic flow to and from the CMH property.

6. State will utilize Access Management Funds (AMF) totaling \$149,000 for the closure of 23rd Street, realignment of Franklin Avenue, and the installation of a left-turn lane on Marine Drive to improve traffic safety in the vicinity of CMH.
7. This Agreement addresses CMH's responsibilities for design and construction of the improvements on Marine Drive, State and City approvals required for the Project, and the future maintenance obligations of the State and City.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State, City and CMH agree that CMH will design and construct improvements to Marine Drive from approximately mile point 97.41 to mile point 97.49, including, but not limited to:
 - a. new curbing to enclose the vacated 23rd Street approach on the south side of Marine Drive, as depicted in the map attached hereto, marked "Exhibit A," and by this reference made a part hereof;
 - b. new sidewalks, curbs, and drainage on the south side of Marine Drive;
 - c. realignment of Franklin Avenue, including a left-turn lane on Marine Drive at Franklin Avenue; and
 - d. striping.

These collective elements shall hereinafter be referred to as "Project". The Project is contingent on the City's approval of a portion of 23rd Street to be closed. The City and State shall assume maintenance of the Project upon completion as more fully set forth below. The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit B," and by this reference made a part hereof.

2. CMH has determined that the estimated cost of the Project is \$165,000, which is subject to change. The Project will be financed in an amount not to exceed \$149,000 in state Access Management funds. CMH shall be responsible for any portion of the Project which is not covered by the Access Management funds. If the Project is completed for under \$149,000, remaining funds shall be retained by the State.
3. The work is to begin upon execution of this Agreement by all Parties, and be completed no later than October 31, 2017. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

CITY OBLIGATIONS

1. City, by execution of Agreement and as depicted in Exhibit A, gives its consent as required by ORS 373.050(1) to closure of 23rd Street which intersects the state highway, in connection with the Project covered by this Agreement.
2. City, upon review and approval of construction plans, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits arising out of the Project covered by this Agreement.
3. City agrees, upon approval of the conveyance documents to be prepared by CMH, to accept the transfer from CMH to any property owned by CMH that shall become part of the new alignment of Franklin Avenue.
4. City shall, upon completion of Project, maintain all sidewalks within the limits of this Project, except for those areas in which owners of real property abutting sidewalks shall be maintained as described and in accordance with City Code 2.000 – *Maintenance Procedures for Sidewalks*.
5. City's Project Manager for this Project is Nathan Crater, PE, Assistant City Engineer, City of Astoria, Public Works Department, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5173; email: ncrater@astoria.or.us, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

CMH OBLIGATIONS

1. CMH shall conduct the necessary preliminary engineering and design work required to produce and provide final plans, specifications, and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. CMH shall keep accurate cost accounting records. CMH shall prepare and submit monthly itemized, progress invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$149,000, including all expenses. Travel expenses will not be reimbursed.
3. CMH shall obtain written permission of the property owner for all work required to be performed on private property, if any.

4. CMH agrees to transfer to City all of its ownership interest in property required for the new alignment of Franklin Avenue. CMH will prepare, for approval by the City, all documents necessary to affect the transfer of the property to the City.
5. All employers, including CMH, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CMH shall ensure that each of its subcontractors complies with these requirements.
6. CMH shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. CMH acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CMH which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years upon completion of the Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. CMH shall indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither CMH nor any attorney engaged by CMH shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that CMH is prohibited from defending the State of Oregon, or that CMH is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against CMH if the State of Oregon elects to assume its own defense.
10. CMH shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279A, 279B and 279C incorporated herein by

reference and made a part hereof. Without limiting the generality of the foregoing, CMH expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules and regulations.

11. CMH is required to pay, on behalf of State, any applicable fee due because of this Project, pursuant to ORS 279C.825, to the Bureau of Labor and Industries. In the event CMH does not pay such fee, and State is required to do so, CMH shall reimburse State such amount, within three (3) business days, upon its request. In addition, CMH agrees to indemnify, hold harmless and reimburse State and its officers, employees and agents for any liability, cost, expense, fine, fee or penalty payable to a private party or governmental entity, including another agency of the State of Oregon resulting from or arising out of this Project, including but not limited to expenses incurred to comply with, to obtain a determination under, or in any other way related to the Prevailing Wage Rate Laws set forth in ORS 279C.800 to 279C.870.
12. CMH shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
13. If CMH chooses to assign its contracting responsibilities to a contractor, CMH shall inform the contractor of the requirements of ORS 276.071 to ensure that the public contracting laws within ORS 279A, 279B, and 279C are followed.
14. If CMH enters into a construction contract for performance of work on the Project, then CMH will require its contractor to provide the following, and in the event CMH provides construction activities for the Project itself, then CMH is required to provide the following as well:
 - a. Contractor shall indemnify, defend and hold harmless CMH and State against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - b. Contractor shall name State and CMH as third party beneficiaries of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and CMH. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with

Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and CMH and its divisions, officers and employees as "Additional Insured" but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and CMH. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
15. Pursuant to the statutory requirements of ORS 279C.380 CMH shall require their contractor to submit a performance bond to CMH for an amount equal to or greater than the estimated cost of the Project.
16. CMH shall, within ninety (90) calendar days of completion or termination without completion of the Project, provide to State and City permanent mylar "as constructed" plans for work on state highways. If CMH or its consultant redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" <http://egov.oregon.gov/ODOT/HWY/ENGSERVICES/cpdg.shtml>, CMH shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.
17. CMH shall, pursuant to OAR Chapter 734, Division 10, ensure that its contractor has been prequalified and registered with the Construction Contractor's Board, to function as the general contractor for the performance of this work. All obligations of the CMH

stated in this Agreement shall remain the responsibility of the CMH regardless of whether or not a contractor performs the work. It is the CMH's responsibility to inform any such contractor of its obligations.

18. This Agreement is conditioned upon CMH obtaining a "Permit to Occupy or Perform Operations upon a State Highway" from State's District 1 office, as well as but not limited to, land use permits, building permits, and engineering design review approval from the State and City. CMH agrees to comply with all provisions of said permits, and shall require its contractors, subcontractors, or consultants performing such work to comply with said permits and provisions.
19. CMH shall, prior to its advertisement for construction bid proposals, provide the Project preliminary and final plans and specifications to State's District 1 Office for review and written concurrence. The plans and specifications must be approved by Office of the State Traffic Engineer.
20. For all work being performed on State facilities, CMH shall cause the Project to be designed and constructed in accordance with State standards.
21. CMH certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of CMH, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind CMH.
22. CMH's Project Manager for this Project is Jarrod Karnofski, DPT Vice President of Ancillary and Support Services, Columbia Memorial Hospital, 2111 Exchange Street, Astoria, Oregon 97103; phone: (503) 338-7505; email: jarrod_karnofski@columbiamemorial.org, or assigned designee upon individual's absence. CMH shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to CMH to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 1 Office.
2. State's local District Office and Region Technical Center Engineer shall review and concur in the plans prepared by CMH before the Project is advertised for a construction contract or before construction begins if CMH forces shall perform the work. State's Project Manager shall process all invoices submitted by CMH.
3. In consideration for the services performed, State agrees to pay CMH within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$149,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

4. Upon completion of the Project, State shall maintain improvements made to Marine Drive from curb face to curb face, including signing installed as part of this Agreement.
5. Upon notification from CMH, State shall conduct or assist CMH with final technical inspection of the completed Project.
6. State's Project Manager for this Project is Matthew Caswell, PE, Development Review Coordinator, ODOT, Region 2, 455 Airport Road SE, Building B, Salem, OR 97301; phone: (503) 986-2849; email: matthew.c.caswell@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to CMH, or at such later date as may be established by State, under any of the following conditions:
 - a. If CMH fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If CMH fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If CMH fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or

CMH with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with CMH (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CMH in such proportion as is appropriate to reflect the relative fault of State on the one hand and of CMH on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of CMH on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which CMH is jointly liable with State (or would be if joined in the Third Party Claim), CMH shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of CMH on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CMH on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CMH's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CITY OF ASTORIA, by and through its
elected officials

By *Orlando LaMear*
Mayor

Date *1/19/16*

By *[Signature]*
City Manager

Date *1-19-16*

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *[Signature]*
City Legal Counsel

Date _____

COLUMBIA MEMORIAL HOSPITAL, by
and through its Board of Trustees

By *See Next Page*
Chief Executive Officer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Columbia Memorial Hospital Legal Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By *See Next*
Region 2 Manager

Date *Page*

APPROVAL RECOMMENDED

By _____
Region 2 Planning and Development
Manager

Date _____

By _____
District 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

City of Astoria / CMH / State of Oregon -- Dept. of Transportation
Agreement No. 30871

CITY OF ASTORIA, by and through its
elected officials

By *Daniel LaMoore*
Mayor

Date 1/19/16

By *[Signature]*
City Manager

Date 1-19-16

APPROVED AS TO LEGAL
SUFFICIENCY

By *[Signature]*
City Legal Counsel

Date _____

COLUMBIA MEMORIAL HOSPITAL, by
and through its Board of Trustees

By *[Signature]*
Chief Executive Officer

Date 3/2/2016

APPROVED AS TO LEGAL
SUFFICIENCY

By *Peter F. Staloff*
Columbia Memorial Hospital Legal Counsel

Date 3/4/2016

STATE OF OREGON, by and through
its Department of Transportation

By *Tommy P. A. Chickering*
Region 2 Manager

Date 3-15-16

APPROVAL RECOMMENDED

By *Krista Zell*
Region 2 Planning and Development
Manager

Date 3-15-16

By *[Signature]*
District 1 Manager

Date 3/8/16

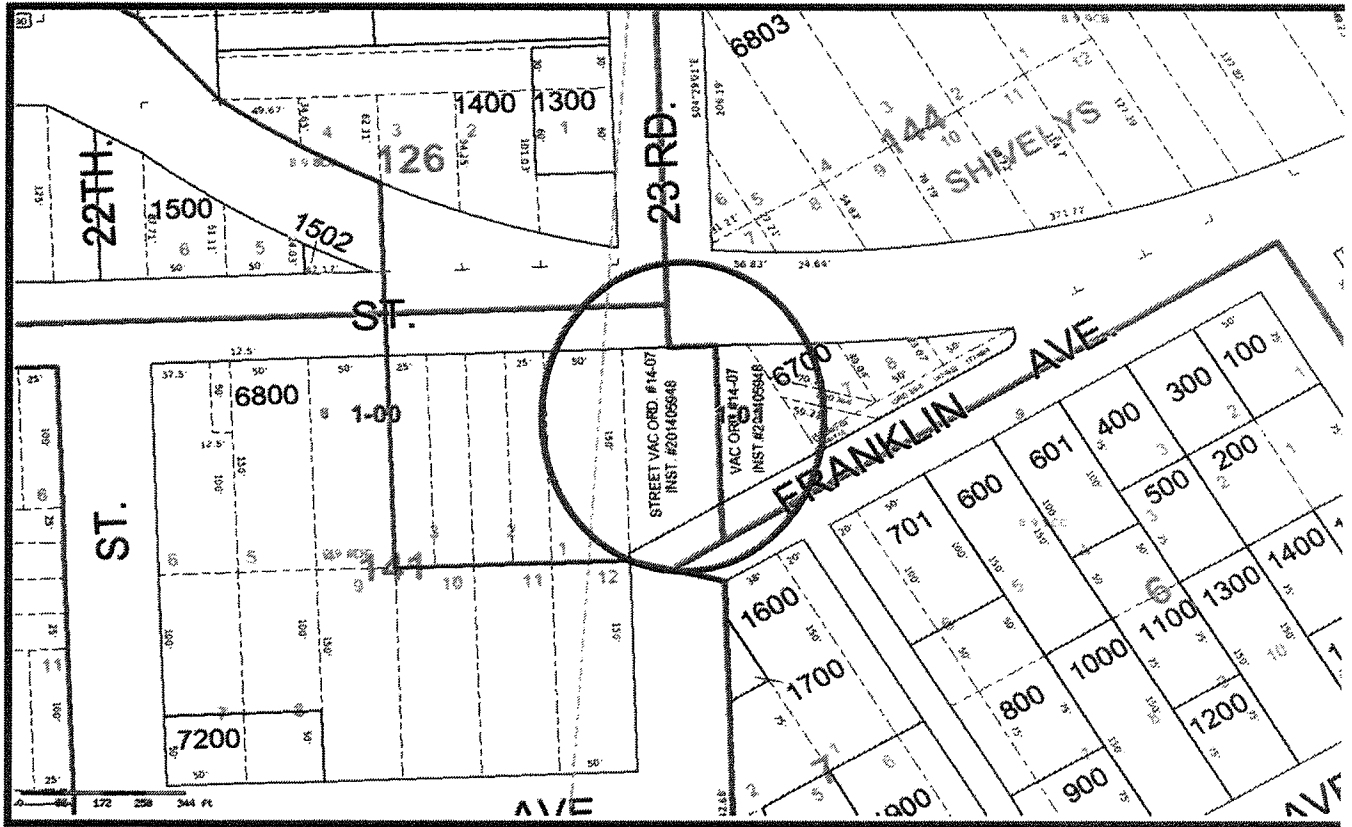
APPROVED AS TO LEGAL
SUFFICIENCY

By *Mark Schum*
Assistant Attorney General

Date 3/8/2016

EXHIBIT A

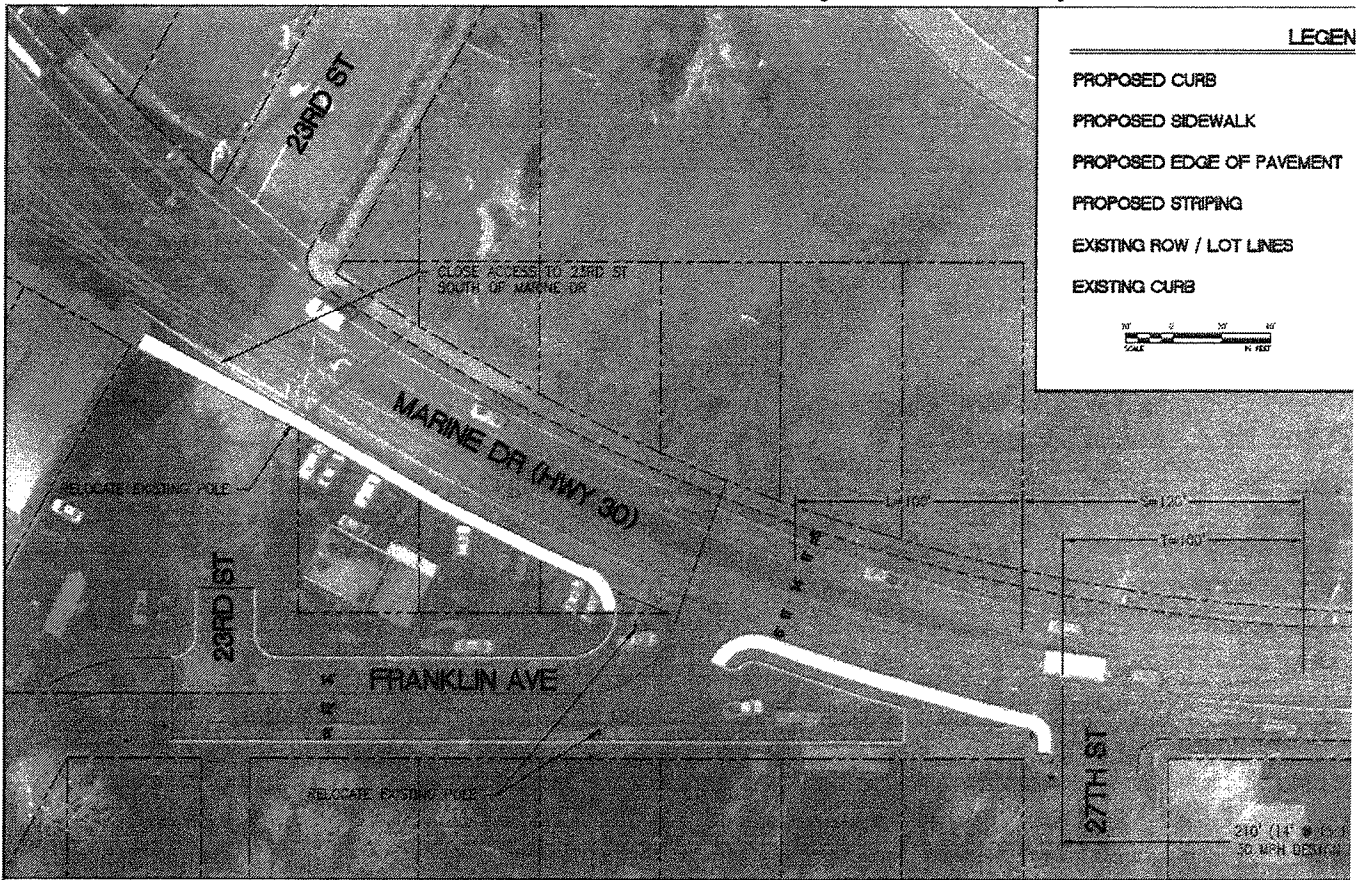
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Clatsop County Webmaps

Disclaimer: This map was produced using Clatsop County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation. Photos may not align with taxlots.

EXHIBIT B – Project Location Map



**COLUMBIA MEMORIAL HOSPITAL -
CONCEPTUAL ROADWAY LAYOUT**



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: November 29, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **HERITAGE SQUARE EPA GRANT - AMEC CONTRACT AMENDMENT #4**

DISCUSSION/ANALYSIS

The City of Astoria was awarded a \$400,000 United States Environmental Protection Agency (EPA) multi-purpose brownfield pilot grant in 2012 for assessment and cleanup of the Heritage Square site. The 1.37-acre site is located in a primarily commercial area of downtown Astoria. The site occupies an entire City block with the exception of a 0.11-acre portion in the southwest quarter of the block which is owned and occupied by the American Legion.

At the September 8th, 2015 City Council meeting, staff and the project consultant AMEC Foster Wheeler (AMEC) provided a project update and requested approval to place fill at a local City owned quarry site. Council was also notified that staff would be bringing a request to the Astoria Development Commission to allocate \$40,000 from the Astor East Urban Renewal District (AEURD) for use as the required match for the \$400,000 EPA grant.

At the December 7th, 2015 Astoria Development Commission (ADC) meeting the ADC approved \$109,842 in additional funds from the AEURD needed to complete the cleanup. At that time the additional cleanup costs were identified as a result of a revised contractor bid which incorporated changes made by DEQ and the Environmental consultant (AMEC) as they navigated through the approval process. The original cleanup estimates were obtained prior to the final approvals per standard EPA Grant procedures.

At the February 4th, 2016 Special City Council meeting the Council approved a contract amendment in the amount of \$46,909.23 for AMEC for additional cleanup work identified once cleanup had started. At that meeting, Council was told that we anticipate receipt of grant funds from Business Oregon in the amount of \$82,000 by the end of March which will cover the requested change order and provide for installation of a groundwater monitoring well at a later date.

At the April 18th, 2016 City Council Meeting, Council approved the acceptance of a grant from Business Oregon in the amount of \$82,000. At the May 2nd, 2016 City Council Meeting, the Council authorized Contract Amendment #3 with AMEC Foster Wheeler for a total not-to-exceed amount of \$37,000 for Additional Site Cleanup Work and Groundwater Monitoring for the Heritage Square EPA Grant Cleanup Project. While it was anticipated that Amendment #3 would cover the remaining scope of work, additional consultant and DEQ oversight time was realized.

This amendment does not include any additional tasks, but more time to complete the tasks identified in the last contract amendment. The scope of work includes all tasks required and known at this time to be required to finalize the Oregon Department of Environmental Quality requirements for receiving a No Further Action (NFA) letter for the site. Please see the attached proposal for the detailed scope of work. The work will be funded by the Astor East Urban Renewal District.

Additional DEQ oversight fees will be billed directly to the City for payment. At this time, DEQ estimates these fees to be approximately \$6,000. A separate action will be required by the Astoria Development Commission to allocate funds for the contract amendment and DEQ oversight fees.

Budget Summary

The total revised contract amount including the current amendment and additional DEQ oversight fees will be \$587,334. Of this total, \$400,000 has been funded by the original EPA Grant and \$82,000 has been funded by the Business Oregon Grant resulting in a total Urban Renewal contribution of \$105,334 which includes the required EPA Grant match of \$40,000.

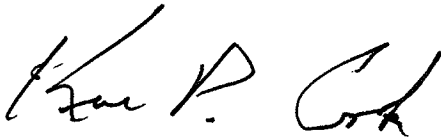
Next Steps

Once the proposed work is complete, our consultant will request on behalf of the City a NFA letter from DEQ. Our DEQ representative has indicated that the actual letter may not be issued until all conditions are met. At this time we anticipate that the conditions will include a restriction on groundwater well use (not an issue since the City has a domestic water supply) and possibly a protective cap over the remaining soil under the elevated parking structure. Since the protective cap would best be accomplished through development of the site and the placement of either a concrete slab or a plastic barrier over the soil, the No Further Action Letter may not be issued until development takes place. In this event, should the City need documentation of the forthcoming NFA letter, DEQ will issue what is referred to as a Comfort Letter documenting that the NFA will be issued as soon as the barrier restriction is complete.

The contract amendment document has been reviewed as to form by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that City Council execute a contract amendment with AMEC Foster Wheeler a total not-to-exceed amount of \$18,100 for Additional Site Cleanup Work and Groundwater Monitoring for the Heritage Square EPA Grant Cleanup Project.

Submitted By 
Ken Cook, Public Works Director

Prepared By 
Jeff Harrington, City Engineer

CONTRACT AMENDMENT NO. 4

To

PROFESSIONAL SERVICES CONTRACT

Between

CITY OF ASTORIA and AMEC Environment & Infrastructure

The parties hereby agree to amend the contract for Professional Services for environmental engineering services, dated November ___, 2016, per Proposal / Scope of Work attached. Therefore, Section 2.A on Page 1 is hereby deleted and replaced to read as follows:

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$581,334.00 for performance of those services provided in Attachment A, Proposal / Scope of Work, and Proposal / Scope of Work dated October 12, 2016.

Except as hereby amended, all terms and provisions of the original agreement shall remain in full force and effect.

CITY OF ASTORIA

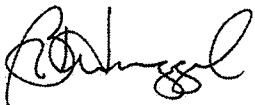
CONSULTANT

Arline LaMear, Mayor

Amec Foster Wheeler
Environment & Infrastructure, Inc.

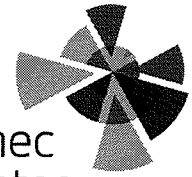
Brett Estes, City Manager

APPROVED AS TO FORM:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a38
67754144546f59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d4
a3867754144546f59324e744d354e773d3d
Date: 2016.11.21 16:11:44 -08'00'

Blair Henningsgaard, City Attorney



amec
foster
wheeler

October 12, 2016
Proposal No. 16-205

City of Astoria
Public Works Engineering Department
1095 Duane Street
Astoria, Oregon 97103

Attention: Mr. Jeff Harrington, PE

**Subject: Proposal
Additional Environmental Services in Pursuit of No-Further-Action (NFA)
Heritage Square, 1153 Duane Street, Astoria, Oregon**

Dear Mr. Harrington:

In follow-up to our recent telephone conversation, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is providing the City of Astoria (City) with an update to our estimated costs to fulfill ongoing DEQ requirements for achieving a No-Further-Action (NFA) finding for the Heritage Square site (Site). Regulatory oversight continues to be provided by the Oregon Department of Environmental Quality (DEQ) Voluntary Cleanup Program (VCP). The major remaining tasks DEQ is requiring prior to issuance of an NFA are:

1. Well installation (complete) and two groundwater monitoring events (one is complete),
2. Preparing a final report which includes updating the BIOCHLOR model to demonstrate that there is no unacceptable risk to the receptors at the Columbia River,
3. Preparing a Contaminated Media Management Plan (CMMP),
4. Completing a protective cap over the remaining contaminated soils at the site, and
5. Preparing the Easement and Equitable Servitudes (EES) document.

The first three of these tasks are being performed by Amec Foster Wheeler and the final two tasks will be performed by the City.

Since April, 2016, Amec Foster Wheeler has been working on the first two tasks in accordance with DEQ requirements. Due to DEQ requirements not originally anticipated, our authorized budget will be expended by the end of this week, and additional budget will be needed in order to complete the required scope. The tasks and costs outlined below identify the deviations and additions from

Amec Foster Wheeler Environment & Infrastructure, Inc.
7376 SW Durham Road
Portland, Oregon
USA 97224
Tel+1 (503) 639-3400
Fax+1 (503) 620-7892
www.amecfw.com

what was anticipated in our April 2016 proposal. In addition, an update of DEQ oversight costs through August, 2016, is provided. Please note that Amec Foster Wheeler cannot predict future DEQ requirements and/or oversight costs.

SCOPE OF WORK (ADDITIONS & MODIFICATIONS)

- Task 1 - Well installation and groundwater monitoring. In the Analysis of Brownfields Cleanup Alternatives (ABCA), a single well with a basic suite of analyses was specified, and therefore only minor updates to the existing project plans (Sampling and Analysis Plan [SAP] and Quality Assurance Project Plan [QAPP]) were budgeted. However, DEQ ultimately required a larger scope of work and a more comprehensive set of work plans. Additional scope included installation of a second soil boring, additional laboratory analysis, SAP/QAPP expansion and revisions, ongoing discussions with DEQ, and additional data interpretation. The cost of this additional effort was approximately \$7,500.00.
- Task 2 - Prepare final report. The reporting task has been increased as follows:
 - Task 2a – Incorporate additional information. The final report will need to incorporate information regarding the extra boring and analytical testing. The estimated additional effort is approximately \$800.00.
 - Task 2b – Prepare revisions to Soil Cleanup Report. DEQ has required revisions to the Soil Cleanup Report (DEQ letter dated August 18, 2016). Amec Foster Wheeler has completed most of the revisions and we plan to submit the revised report to DEQ after the City determines its preferred method of addressing the residual contaminated soil capping issue (i.e. trespass prevention plan, temporary cap, and/or permanent cap). It is our understanding that the City will make this determination sometime in the next couple of months, and that negotiations between the City and DEQ may be required. The estimated additional effort for the reporting task is approximately \$2,000.00.
 - Task 2c – DEQ comments and required revisions to final model and report. It is not known whether DEQ will require revisions to the final model and report (anticipated submittal date of February, 2017). However, based on the recent level of DEQ comments/involvement, a budget of approximately \$2,800.00 to respond to comments seems prudent.
- DEQ Oversight Costs. A total of \$5,000 was budgeted for DEQ oversight costs for the groundwater monitoring and NFA request. However, the total budgetary impact of invoices received to date (April through August) is \$14,982.45, a difference of approximately \$10,000.00. Amec Foster Wheeler does not know what DEQ costs will be going forward. However, for the first eight months of 2016, DEQ costs have averaged approximately \$4,000 per month. One item for consideration is that Amec Foster Wheeler applies a 5%

processing fee to outside services such as DEQ invoices. If the City wishes to have DEQ invoices billed directly to the City, there would be a 5% cost savings.

The total estimated additional effort for the above tasks is approximately \$23,100.00.

COST ESTIMATE – ADDITIONAL FUNDING REQUEST

While the estimated additional effort is \$23,100.00, this amount has been partially offset by approximately \$4,000.00 in labor efficiencies that were realized during well installation and the first round of groundwater sampling, and utilization of a \$1,000.00 contingency that was in the original budget. Therefore the requested additional budget is \$18,100.00.

Please note this requested amount does not include future DEQ invoices, which if invoiced directly to the City, will result in an overall cost savings. If the City wishes for DEQ invoices to continue to be processed via Amec Foster Wheeler, then additional budget will be required to cover DEQ invoices. The requested amount also does not cover City costs to cap the residual contaminated soil and prepare the EES.

Costs will continue to be billed on a time and materials basis according to our current contract and rate schedule. If any cost savings are realized, these savings will be passed along to the City.

LIMITATIONS

The costs provided are estimates based on our understanding of DEQ requirements for the Site. It should be recognized that not all Site conditions are known, and Amec Foster Wheeler has no control over DEQ's review process.

CLOSING

Amec Foster Wheeler proposes to perform the services set forth in this proposal subject to and in accordance with the terms of our existing City of Astoria Contract for Professional Services. It is our understanding that the City will modify our existing contract to add the amount of \$18,100.00 (exclusive of DEQ invoices). If the City of Astoria is in agreement with this proposal, please provide a written notice to proceed followed by the contract documents.

We appreciate the opportunity to work for you. Please feel free to contact the undersigned at (503) 639-3400 if you have any questions.

Sincerely,

**Amec Foster Wheeler
Environment & Infrastructure, Inc.**



John L. Kuiper, R.G.
Principal Geologist

Reviewed by:



Sean Gormley, CHMM
Principal Chemist, Office Manager

APPROVED BY:

Signature

Date: _____

Name

Title

Amec Foster Wheeler Environment & Infrastructure, Inc.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 30, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **RESOLUTION AMENDING FEE SCHEDULE FOR THE PUBLIC WORKS DEPARTMENT**

DISCUSSION

A primary duty of the Public Works Department is to efficiently manage and maintain City infrastructure including streets, water, sanitary sewer and storm drainage. As required through various City codes, the Public Works Department utilizes applications and permits to manage improvements and maintenance work completed by homeowners, commercial businesses, developers and franchise utility providers. The fees associated with these applications and permits have not been updated since 2005. The current Public Works fees are attached to this memo for reference.

The current fees are outdated and in several cases no fees are charged for time intensive tasks such as processing applications to fell/cut trees. The Public Works Department is proposing a fee update with the following goals.

1. Simplify the Public Works fee schedule by eliminating outdated and fragmented items
2. Increase fees to cover the cost to review and process applications and permits
3. Strategically reduce fees for maintenance items required by City Code, i.e. sidewalk repair
4. Update the fee structure to allow third party costs, such as County filing and Geotechnical Review, to be passed on to the applicant when applicable


The updated fees were determined based on the average time it takes to process the various permits and utilized current Staff rates. As mentioned above, some fees were reduced from this average to encourage particular activities like sidewalk maintenance or maintenance/gardening on City property. Fees were also compared to other Cities our size and in the region to check compatibility. The updated Public Works fees and associated resolution are attached.

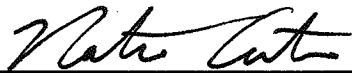
Fees associated with development review and Public Works inspections are not included at this time. Staff plan to work with the Community Development Department to bring a

comprehensive fee update associated with development review and building permit review for Council's consideration in early 2017.

RECOMMENDATION

It is recommended that City Council adopt the resolution amending the fee schedule for the Public Works Department.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Nathan Crater, Assistant City Engineer

CURRENT FEES

Public Works/Engineering Schedule H

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
	\$ 2.00 per sq. ft.
	over 25 sq. ft
Graveled street.....	\$ 30.00..... \$ 10.00

CURRENT FEES

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.

PROPOSED FEES

Public Works Department Schedule H

Public Works Administration Fees

Custom Mapping	\$ 45.00/hr
Multiple Legal, Letter and Ledger size prints, each sheet	
BW.....	\$ 0.50
Color.....	\$ 1.00
Large format 18" x 24" up to 24" x 36" copies, each sheet	
BW.....	\$ 15.00
Color.....	\$ 25.00
Geologic Hazard Map (60" x 24" = 10 SF)	\$ 40.00
Electronic File (via electronic mail).....	\$ 15.00
Electronic File (via digital media; CD, DVD or flash drive)	\$ 30.00

Property Use/Acquisition Fees

Property Use/Acquisition Application	\$ 75.00
Application for Property Purchase	
Application Fee.....	\$450.00
Appraisal, Advertising & Recording Fee	Actual Cost
Application for Vacation or Easement	
Application Fee.....	\$500.00
Advertising & Recording Fee	Actual Cost
Application for Lease or License to Occupy	
Application Fee.....	\$425.00
Recording Fee	Actual Cost

Public Works Permit Fees

Application to Fell/Cut Tree(s)	
Firewood.....	\$ 20.00
Right-of-Way.....	\$ 60.00
City Property.....	\$250.00
Arborist Report (if required)	Actual Cost
Grading and Erosion Control Permit	
Ground disturbance of less than 1 acre.....	\$110.00
Ground disturbance of greater than 1 acre.....	\$275.00
Permit extension.....	\$ 30.00
Geotechnical/Geological Review	Actual Cost
<i>Fees double for permit issued after work has started or been completed.</i>	

Utility Service Application

Application fee	\$ 60.00
Sanitary sewer, storm drainage & water connection fee.....	Per Resolution

PROPOSED FEES

Right-of-Way Permit Application \$100.00
Plus street cut fee (if applicable)
Up to 50 Square Feet..... \$100.00
Over 50 Square Feet..... \$3.00 per Sq.Ft.
Application for Sidewalk/Driveway repair only No Fee
Fees double for permits issued after work has started or been completed. The charge for sidewalk/ driveway repair after work has commenced is \$200.

Garden Permit
Application \$ 40.00
Renewal per year \$ 20.00

Watershed Road Access Fee \$250.00/yr

Traffic Control Device Rental Fee

<u>Description</u>	<u>Each Per Day</u>
Wooden Barricades (31½" X 31½")	\$ 3.50
Wooden Barricades w/ sign attached	\$ 5.00
Type III Barricade	\$ 5.00
18" Traffic Cones	\$ 1.00
Traffic Control Signs	\$ 15.00

Lost or damaged traffic control devices will be charged at the current list price for replacement.

Water & Sanitary Sewer Resolutions

Water and sanitary 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) 338-5173.

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:

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<u>Schedule</u>	<u>Department</u>	<u>Pages</u>
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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 January 6, 2017.

ADOPTED BY THE CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2016.

APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER, 2016.

Mayor

ATTEST:

City Manager

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

Building Inspection Schedule A

CITY OF ASTORIA MECHANICAL PERMIT FEES	
Fee Description	Fees
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	 \$15.00 each \$30.00 each \$30.00 each \$12.00 \$ 2.50 each \$24.00
<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>	
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	\$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
MECHANICAL PERMIT FEES**

Fee Description	Fees
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)
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr (\$65.00 minimum)
Inspections Outside of Normal Business Hours	\$65.00/hr (\$65.00 minimum)
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 Permits <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)
Re-inspection Fee	\$65.00 each
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
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
* <i>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.</i>	\$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
* <i>Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems.</i>	
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>	\$65.00/hr (minimum charge \$65.00)
<i>Credit is given for paid plan check fees.</i>	
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>Building Permit Fees:</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: 20px;">\$1 - \$2,000</p> <p style="padding-left: 20px;">\$2,001 - \$25,000</p> <p style="padding-left: 20px;">\$25,001 - \$50,000</p> <p style="padding-left: 20px;">\$50,001 - \$100,000</p> <p style="padding-left: 20px;">\$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>Building Plan Check Fee</p>	<p>65% of building permit fees</p>
<p>Manufactured Dwelling Permits:</p> <p>Installation permit <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><i>*Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</i></p> <p><i>*Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check & Inspection Fee section of this Schedule.</i></p>	<p>\$190.00* includes Administrative fee</p>
<p>Additional Plan Review Fee <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>Alternative Materials and Methods <i>Hourly rate charged per person involved in review.</i></p>	<p>\$65.00/hr</p>
<p>Building Demolition Permit Fee</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
Residential Fire Sprinklers <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
Expired Application Processing Fee <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
Fire/Life Safety (F/LS) Plan Check Fee	40% of building permit fees when F/LS plan review is required
Foundation Only Permit	Apply Building Permit fees (above) based on 20% of total project value + deferred fee
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr One hour minimum
Inspections Outside of Normal Business Hours	\$65.00/hr One hour minimum
Permit Extension (first one free)	\$50.00
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 Permits <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
Phased Permit Fee <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
Re-inspection Fee	\$65.00/hr
Change of Occupancy Permit/No other work being done	\$65.00/hr
Commercial Deferred Submittal Fee	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 determine 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.

**City Administration
Schedule B**

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
(hourly wage plus fringe benefits)	\$ 30.00/hour
Transportation Services Vehicle Fee	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application (\$35.00) plus processing fee (\$15.00)	\$ 50.00

**Community Development Department
Schedule C**

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

**Fire Department
Schedule D**

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 sand 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.

Astoria Public Library
Schedule E

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**

AQUATIC CENTER	FEE	EFFECTIVE DATE
<u>Drop In</u>		
Youth	\$5.50	1/1/2016
Adult	\$7.50	1/1/2016
Family	\$18.00	1/1/2016
<u>Aquatic Center Quarterly Pass</u>		
Youth	Transitioned to monthly pass	
Adult		
Family		
<u>Aquatic Center Monthly Pass</u>	<u>Reg. Rate</u> <u>Cont. ACH Rate</u>	
Youth & Senior	\$50.00 \$40.00	1/1/2016
Family	\$60.00 \$50.00	1/1/2016
Adult	\$80.00 \$70.00	1/1/2016
<u>Land & Water Quarterly Pass</u>		
Youth	Transitioned to monthly pass	
Adult		
Family		
<u>Land & Water Monthly Pass</u>	<u>Reg. Rate</u> <u>Cont. ACH Rate</u>	
Youth & Senior	N/A N/A	1/1/2016
Adult	\$80.00 \$70.00	1/1/2016
Family	\$100.00 \$90.00	1/1/2016
<u>Punch Pass Purchase</u>		
Youth, Adult, Family	Transitioned to discount	
Seniors	Gift/swipe card	
		4/1/2016 4/1/2016
<u>Punch Pass Redemption</u>		
Youth	\$5.00	1/1/2016
Adult	\$7.00	1/1/2016
Family	\$18.00	1/1/2016
<u>Swim Lessons</u>		
Group Lessons	\$50.00	1/1/2016
Private Lessons	\$150.00	1/1/2016
<u>Quarterly Locker Rentals</u>		
Season Pass holder	Transitioned to monthly rental	
Non-Season Pass holder		
<u>Monthly Locker Rentals</u>	<u>Reg. Rate</u> <u>Cont. ACH Rate</u>	
	\$15.00 \$5.00	1/1/2016
<u>Rentals/Misc.</u>		
Lane rental (per lane, per hr.)	\$25.00	1/1/2016
After hours rental (per hr., min. 4 hrs.)	\$175.00	1/1/2016
Showers	\$3.00	1/1/2016
<u>Towel Rental</u>	<u>Reg. Rate</u> <u>Cont. ACH Rate</u>	
Birthday Party (lobby rental, 20 guests)	\$3.00 \$150.00	1/1/2016 1/1/2016

**Parks and Recreation Department
Astoria Maritime Memorial
Schedule F2**

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)

**Parks and Recreation Department
Ocean View Cemetery
Schedule F3**

OCEANVIEW CEMETERY	CURRENT FEE	PROPOSED FEE	EFFECTIVE DATE
<u>Graves-Ground Only (w/perpetual care)</u>			
Infant/Child plots	\$193	\$212	7/1/2016
Block 68, Cremation only	\$354	\$390	7/1/2016
All other blocks	\$1,063	\$1,169	7/1/2016
<u>Interments</u>			
Adult (opening and closing)	\$1,063	\$1,169	7/1/2016
Cremation	\$531	\$584	7/1/2016
Cremated remains (Saturdays)	\$154	\$169	7/1/2016
Adult, Saturdays	\$308	\$339	7/1/2016
Late funerals (after 3:00 pm) add'l/hr.	\$62	\$68	7/1/2016
<u>Disinterment</u>			
Adult	\$501	\$551	7/1/2016
Child under 7	\$385	\$424	7/1/2016
Cremated remains removed	\$154	\$169	7/1/2016
<u>Liner and Installation</u>			
Liner Fee	\$308	\$339	7/1/2016
<u>Monument/Marker Permits</u>			
Monument Permit (Not over 62" in length)	\$185	\$203	7/1/2016
Marker Permit-Double (2 people)	\$154	\$169	7/1/2016
Marker Permit-Single	\$123	\$136	7/1/2016
Marker Permit-Veteran	\$62	\$68	7/1/2016
Marker Permit-Baby grave cover	\$77	\$85	7/1/2016
<u>Casket Burial</u>	\$2,556	\$2,812	
<u>Cremation</u>	\$1,009	\$1,110	
Other Work	Cost + 25%	Cost +25%	7/1/2016
Chapel Reservation	\$0	\$75/hr.	1/1/2016

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

FACILITY RENTALS	Non-Profit			Less than 25 (Private Use)			More than 25+ (Commercial/Event Use)			EFFECTIVE DATE
	Per Hour	1/2 Day	Day	Per Hour	Per 1/2 Day	Per Day	Per Hour	Per 1/2 Day	Per Day	
<u>Community Halls</u>										
Shively Hall	50% off on weekdays			\$39	\$109	\$159	\$69	\$209	\$299	1/1/2016
Alderbrook Hall	50% off on weekdays			\$29	\$89	\$119	\$59	\$179	\$239	1/1/2016
ARC Classroom	50% off on weekdays			\$29	\$89	\$149	\$69	\$199	\$319	1/1/2016
ARC East Wing	50% off on weekdays			\$89	\$209	\$349	\$159	\$299	\$499	1/1/2016
<u>Special Events/Park Rentals</u>	No Discount			\$45	\$180	\$360	\$65	\$260	\$520	1/1/2016
<u>Fields & Courts</u>										
Tennis Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199	1/1/2016
Basketball Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199	1/1/2016
Fields										1/1/2016
<u>Concession Stand Rental</u>				\$12/hour/2 hour minimum \$75/day/site					1/1/2016	

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

ASTORIA COLUMN	CURRENT	PROPOSED	EFFECTIVE DATE
Annual Parking Pass	\$2	\$5	1/1/2016

**Police Department
Schedule G**

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

**Public Works Department
Schedule H**

Public Works Administration Fees

Custom Mapping	\$ 45.00/hr
Multiple Legal, Letter and Ledger size prints, each sheet	
BW.....	\$ 0.50
Color.....	\$ 1.00
Large format 18" x 24" up to 24" x 36" copies, each sheet	
BW.....	\$ 15.00
Color.....	\$ 25.00
Geologic Hazard Map (60" x 24" = 10 SF)	\$ 40.00
Electronic File (via electronic mail).....	\$ 15.00
Electronic File (via digital media; CD, DVD or flash drive)	\$ 30.00

Property Use/Acquisition Fees

Property Use/Acquisition Application	\$ 75.00
Application for Property Purchase	
Application Fee.....	\$450.00
Appraisal, Advertising & Recording Fee	Actual Cost
Application for Vacation or Easement	
Application Fee.....	\$500.00
Advertising & Recording Fee.....	Actual Cost
Application for Lease or License to Occupy	
Application Fee.....	\$425.00
Recording Fee.....	Actual Cost

Public Works Permit Fees

Application to Fell/Cut Tree(s)	
Firewood.....	\$ 20.00
Right-of-Way.....	\$ 60.00
City Property.....	\$250.00
Arborist Report (if required)	Actual Cost
Grading and Erosion Control Permit	
Ground disturbance of less than 1 acre.....	\$110.00
Ground disturbance of greater than 1 acre.....	\$275.00
Permit extension.....	\$ 30.00
Geotechnical/Geological Review.....	Actual Cost
<i>Fees double for permit issued after work has started or been completed.</i>	
Utility Service Application	
Application fee	\$ 60.00
Sanitary sewer, storm drainage & water connection fee.....	Per Resolution

Right-of-Way Permit Application \$100.00
 Plus street cut fee (if applicable)
 Up to 50 Square Feet..... \$100.00
 Over 50 Square Feet..... \$3.00 per Sq.Ft.
 Application for Sidewalk/Driveway repair only No Fee
Fees double for permits issued after work has started or been completed. The charge for sidewalk/ driveway repair after work has commenced is \$200.

Garden Permit
 Application.....\$ 40.00
 Renewal per year\$ 20.00

Watershed Road Access Fee\$250.00/yr

Traffic Control Device Rental Fee

<u>Description</u>	<u>Each Per Day</u>
Wooden Barricades (31½" X 31½")	\$ 3.50
Wooden Barricades w/ sign attached	\$ 5.00
Type III Barricade	\$ 5.00
18" Traffic Cones	\$ 1.00
Traffic Control Signs	\$ 15.00

Lost or damaged traffic control devices will be charged at the current list price for replacement.

Water & Sanitary Sewer Resolutions

Water and sanitary 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) 338-5173.