



AGENDA

ASTORIA CITY COUNCIL

April 6, 2015

7:00 p.m.

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PROCLAMATIONS**

- (a) National Service Recognition Day
- (b) National Public Safety Telecommunications Week

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 3/2/15
- (b) Boards and Commissions Minutes
 - (1) Historic Landmarks Commission Meeting of 2/17/15
 - (2) Library Board Meeting of 1/27/15
 - (3) Library Board Meeting of 2/24/15
 - (4) Parks Board Meeting of 2/25/15
- (c) Agreement and Resolution to Establish a Health Reimbursement Arrangement (HRA VEBA) (Finance)
- (d) Oregon Department of Transportation Intergovernmental Agreement – Commercial Vehicle Driver/Cargo Inspection (Police)
- (e) BPA Land Use Agreement (Public Works)
- (f) Supplemental Budget Resolution Distributing Resources to Close Housing Rehabilitation Fund (HRF) (Finance)
- (g) Intergovernmental Agreement (IGA) Between the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services (Library)

7. **REGULAR AGENDA ITEMS**

- (a) Liquor License Application for Inferno Lounge LLC, Richard Ewing, at 77 11th Street, Astoria for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)
- (b) Resolution Amending Fee Schedules for Ocean View Cemetery and Building Division (Parks/Community Development)
- (c) Authorization to Solicit Bids – Headworks Spur 11B Combo Timber Sale 2015 (Public Works)

- (d) Contract Amendment Approval for the Mitigation of Contaminated Soils Related to the Removal of the Underground Heating Oil Tank for the Astoria Senior Center Renovation Project (Public Works)
- (e) Riverfront Trolley Association Operational Agreement (Public Works)
- (f) City Council Rules

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

9. EXECUTIVE SESSION

- (a) ORS 192.660(2)(e) – Real Property Transactions

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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April 2, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF APRIL 6, 2015

PROCLAMATIONS

Item 5(a): National Service Recognition Day

The Mayor will proclaim April 7, 2015 as National Service Recognition Day.

Item 5(b): National Public Safety Telecommunications Week

The Mayor will proclaim April 12 through 18, 2015 as National Public Safety Telecommunications Week.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of March 2, 2015 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Boards and Commissions Minutes

The minutes of the (1) Historic Landmarks Commission meeting of February 17, 2015, (2) Library Board meeting of January 27, 2015, (3) Library Board meeting of February 24, 2015, and (4) Parks Board meeting of February 25, 2015 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(c): Agreement and Resolution to Establish a Health Reimbursement Arrangement (HRA VEBA) (Finance)

At the February 2, 2015 City Council meeting, City Council approved a labor contract with the City of Astoria General / Parks Employees Group. A provision of this labor contract is to establish HRA VEBA accounts for employees in the

bargaining unit. An HRA is a qualified group health plan that allows for an employer to make contributions to an HRA trust. Per the contract the City's contribution to the employee's account is designated at three quarters of one percent (0.75%) of the employee's base wage per month. Employees have access to the funds in the HRA account to reimburse personal health related expenses. In order to establish the HRA VEBA accounts City Council must approve an employer adoption agreement and resolution. It is recommended that Council approve the attached agreement with the VEBA Trust for Public Employees in the Northwest and the related attached resolution.

Item 6(d): Oregon Department of Transportation Intergovernmental Agreement – Commercial Vehicle Driver/Cargo Inspection (Police)

For several years the Astoria Police Department has had a cooperative agreement with the Oregon Department of Transportation (ODOT) for the purpose of commercial vehicle driver and cargo inspections. In the past ODOT has provided grant funding to reimburse the department for activities pursued under this relationship; however, this year ODOT did not renew funding for local agencies. The Oregon Revised Statutes do not grant authority for police officers to conduct commercial vehicle driver and cargo inspections that ensure compliance of commercial drivers and vehicles with administrative laws, Federal guidelines, Federal laws, and the Oregon Revised Statutes. Of these categories of law, only the Oregon Revised Statutes can be enforced by police officers under their statutory authority. The Oregon Revised Statutes allow units of government to enter into agreements as "authorized representatives" of ODOT who does have statutory authority to conduct commercial vehicle inspections and act under their authority. An Intergovernmental Agreement (IGA) has been drafted that will allow for the designation of "authorized representatives" that will authorize City of Astoria Police Officers, who have been trained as truck inspectors, to continue to conduct truck inspections. The City Attorney has reviewed the IGA and determined that it may be signed by the Police Chief if authorized by the City Council. It is recommended that Council approve entering into the IGA with ODOT and authorize the Police Chief to sign the IGA.

Item 6(e): BPA Land Use Agreement (Public Works)

A portion of work associated with development of CMH Field and closure of the landfill required use of Bonneville Power Administration (BPA) easement area. Their easement encompasses a critical portion of the area used to improve sight distance at the entrance, area used for construction of new water, storm and sanitary sewer infrastructure, and the south slope of the landfill cap. Due to a clerical error, the Land Use Agreement (which specified the work to be completed within the BPA easement) is being processed after completion of the work. The City Attorney has reviewed the agreement. It is recommended that City Council authorize staff to sign the BPA Land Use Agreement for work associated with development of CMH Field and the landfill closure.

Item 6(f): Supplemental Budget Resolution Distributing Resources to Close Housing Rehabilitation Fund (HRF) (Finance)

At the December 3, 2014 Council meeting Council agreed to transfer the resources of the Housing Rehabilitation Fund (HRF) to the Community Action Team (CAT) and to close the HRF. A resolution is required at this meeting for Council to authorize the distribution of resources and to officially close the HRF. The background memo for the December 3, 2014 meeting explained that there are two resources for the CAT rehabilitation program. Program income represents loan receivables and cash that need to be held by CAT and rolled over into new loans by CAT when funds are collected. Miscellaneous income represents loan receivables and cash that no longer have federal program status. There are no requirements for the use of miscellaneous income resources. The agreement approved by Council on December 3, 2014 stipulates that the City will distribute the program income receivables in the amount of \$264,429.38 and past cash collections of \$28,595.12 to CAT to continue to assist low to moderate income households with home rehabilitation services. Since there are no requirements attached to the miscellaneous income resources of the Housing Rehabilitation Fund, the attached resolution provides that the related receivable of \$168,217.07 would be allocated to the Capital Improvement Fund and that the remaining cash resource of \$31,341.37 related to the miscellaneous income would be allocated to the Public Works Improvement Fund for the purpose of reducing the balance of the loan related to the landfill closure project. Using this resource to reduce the balance of the landfill loan will reduce the annual payments on this loan over the next five years. It is recommended that Council approve the attached resolution that allocates program income receivables in the amount of \$264,429.38 and past cash collections of \$28,595.12 to CAT, miscellaneous income receivables of \$168,217.07 to the Capital Improvement Fund and the miscellaneous income cash resource of \$31,341.37 to the Public Works Improvement Fund.

Item 6(g): Intergovernmental Agreement (IGA) Between the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services (Library)

Since 2010, the Astoria City Council has authorized Library staff to participate in a grant program referred to as Libraries ROCC! Rural Outreach to Clatsop County. Partners and collaborators included the school districts of Astoria, Jewell, Knappa, Seaside and Warrenton, the Northwest Regional Education Service District, Clatsop County, and the public libraries of Astoria, Seaside, and Warrenton. The Seaside, Warrenton, and Astoria libraries want to continue building upon the successes of five years of grant funding through multiple avenues that include the IGA. To continue the grant provided activities and leverage the work of the past five years, the library directors understand they will need to seek community and corporate donations to support ROCC library cards and summer programs and to establish an endowment fund. The financial impact of this IGA for the City of Astoria is estimated at \$850 a year for mileage and staff time to continue courier service. Courier service enables the libraries to continue sharing collections. This

cost may be reduced if a pending Oregon Community Foundation grant submitted by the Seaside Library is awarded and a grant paid Outreach Coordinator is able to assist with courier service. Any party may discontinue participation with a 90 day notice. This IGA is expected to be reconsidered annually. It is recommended that Council approve and authorize the City Manager and Mayor to sign the Intergovernmental Agreement between the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

REGULAR AGENDA ITEMS

Item 7(a): Liquor License Application for Inferno Lounge LLC, Richard Ewing, at 77 11th Street, Astoria for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A liquor license application has been filed by Inferno Lounge LLC, Richard Ewing, doing business as Inferno Lounge located at 77 11th Street, Astoria. The application is for a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application and it is recommended that Council consider approval.

Item 7(b): Resolution Amending Fee Schedules for Ocean View Cemetery and Building Division (Parks/Community Development)

Ocean View Cemetery

On March 6, 2015 the Astoria City Council requested that the Parks and Recreation Department prepare an amended fee schedule for services provided at Ocean View Cemetery. This direction came after a Special City Council meeting held at the Cemetery to study its history, operations, and challenges. During the meeting the Council viewed a presentation, toured the grounds, received community feedback, and discussed how to overcome current and future challenges facing the Cemetery. Fees for services at Ocean View Cemetery have fallen behind the national, state, and local standards. As a result the costs of services at Ocean View Cemetery are greater than the fees charged for those services. This fee increase will begin closing the gap between fees charged for services vs the cost of services. The fee increase will also provide an opportunity for additional grounds maintenance at Ocean View Cemetery. It is proposed that fees be increased by 40% effective April 7, 2015 through June 30, 2015, and then be increased an additional 10% for Fiscal Year 2015-2016.

Building Division

As a part of implementing the ePermitting building permit program in the City, the State of Oregon Building Codes Division reviewed the current fee schedules for conformance with the epermitting program software. In March 2014, Council approved a resolution to amend the fees to conform to current State policy; however, the Building fees revision adopted by the City Council at their March 24, 2014 meeting needs to be further edited to conform to the epermitting program

and meet statutory requirements. The Oregon Building Code Division notified the City recently on these further edits. In the implementation of the ePermitting program through the Oregon Building Codes Division it was discovered that our City Building fee schedule table was not compatible with the electronic permitting program and that our fee table formats needed to be adjusted to make them compatible with the system software. As such, a minor edit was done to move the ending dollar amount point from the lower tables up to being the starting point for the next higher fee column. The difference is very minor in nature and will have no significant impact on the fees charged as they were previously approved by council. This change is required in order to conform to State of Oregon consistent fee methodology rules and to make the financial software for the ePermitting program function as intended.

It is recommended that Council adopt this Resolution amending the current fees and implementing the new fees for both Ocean View Cemetery and the Building Division.

Item 7(c): Authorization to Solicit Bids – Headworks Spur 11B Combo Timber Sale 2015 (Public Works)

A commercial thinning on 40 acres is proposed for the summer of 2015. The access road, Spur 11B, will be improved with this thinning. The net proceeds from this thinning operation are estimated to be \$260,000.00 after harvest and reforestation costs. It is recommended that Council approve the solicitation of bids for Spur 11B Combo Timber Sale 2015. Bids received will be brought to Council for consideration.

Item 7(d): Contract Amendment Approval for the Mitigation of Contaminated Soils Related to the Removal of the Underground Heating Oil Tank for the Astoria Senior Center Renovation Project (Public Works)

In February of 2015, Al Jaques, the Senior Center Remodel Project Manager, solicited services from ABA Company and K&S Environmental, Inc., for the removal an underground heating oil storage tank and testing of the soils surrounding the tank. The tank was discovered by the Project Manager during his site investigations and had not been identified in earlier site investigations during the HUD Grant application process. The City contracted for the aforementioned services which were completed in late February for the total sum of \$4,500. Test results of the soil surrounding the tank indicated the tank had deteriorated and contaminated the soils with heating oil above the allowable limits established by the Department of Environmental Quality (DEQ). Following this discovery, the Project Manager solicited the accompanying proposal from ABA Company and K&S Environmental, Inc., for the mitigation (removal/disposal/analysis) of the contaminated soils, in addition to filing all of the necessary reporting documentation to DEQ. The fee for these services is for a not to exceed cost of \$18,000. Work proceeded on removal and mitigation to complete this work during

good weather and to avoid remobilizing expenses with the contractor on site. As the contract amendment is over the City Manager's spending authority, it is being brought to the City Council for consideration of approval. K&S Environmental, Inc., has submitted all of the required reporting documentation to DEQ and we now await the final determination by DEQ as to the status of closing the file with no further action required.

Project staff has been working with the Oregon Business Development Department's Brownfields Program Specialist in an effort to secure reimbursement funding for the cost of the tank removal and contaminated soils mitigation, it is anticipated the City will be successful in obtaining funding for this work from the Oregon Business Development Department in lieu of utilizing the project's Community Development Block Grant renovation funding for these expenses. It is recommended that the City Council approve the proposed Contract Amendment for the mitigation of the contaminated soils related to the removal of the underground heating oil tank for the Astoria Senior Center renovation project.

Item 7(e): Riverfront Trolley Association Operational Agreement (Public Works)

The Astoria Riverfront Trolley Association (RTA) operates Old 300 on City owned railroad tracks from Hamburg Ave. to 39th Street. Their operation commenced in June 1999 and has served as a tourist based passenger service. RTA's operation is regulated by the Oregon Department of Transportation (ODOT) Rail Division. ODOT Rail provides operational and safety oversight to all passenger and freight rail in Oregon. In 2014, ODOT Rail completed their triennial review of the RTA. This review included findings and recommendations to be implemented by the City and RTA. City Staff prepared the Riverfront Trolley Association Operational Agreement by updating an existing draft agreement started in 2007. This agreement has been reviewed by the City Staff, City Attorney, RTA, and ODOT Rail. It will satisfy ODOT Rail's recommendation for a written agreement, and serves to formalize the verbal, informal, operational agreement that has existed for the past 15 years. It is recommended that City Council approve the Riverfront Trolley Association Operational Agreement.

Item 7(f): City Council Rules (Council)

The Council will discuss the "City Council Rules" following up from the last meeting. City Attorney Henningsgaard updated the draft reviewed at the March 16th meeting to address statutory provisions and shorten the document. Included in the packet is a "tracked changes" version as well as a clean copy.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(e) – Real Property Transactions

The City Council will recess to executive session to discuss a real property transaction issue.



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the county and address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families, to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, the Corporation for National and Community Service shares a priority with Mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and Mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service; and

WHEREAS, organizations within Clatsop County have these types of individuals working in our community such as Alana Garner of ADHDA, Nicholas Sund with Clatsop County Emergency Management, Jeremy Goldsmith with the City of Seaside, and Kayla Warner a VISTA Worksite Wellness Coordinator.

THEREFORE, BE IT RESOLVED that I, Arline LaMear, Mayor of Astoria, Oregon, do hereby proclaim April 7, 2015, as

NATIONAL SERVICE RECOGNITION DAY

and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 6th day of April, 2015.



Mayor



CITY OF ASTORIA
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PROCLAMATION

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Astoria 911 Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Astoria 9-1-1 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their duties in the past year.

NOW THEREFORE, I, Arline LaMear, Mayor of the City of Astoria, Oregon, do hereby proclaim April 12 through 18, 2015, to be

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

in Astoria, in honor of the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 6th day of April, 2015.



Mayor

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

Councilors Present: Nemlowill, Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

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

REPORTS OF COUNCILORS:

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

Item 3(b): Councilor Herzig reported the Lower Columbia Diversity Project (LCDP) hosted a presentation by Scott Tucker from Lewis and Clark National Park to talk about opening the National Parks Service to embrace the changing demographics in America. The National Parks System's 100th anniversary is 2016 and their goal will be to get every fourth grade student in the United States into a national park. Cydonie Fukami gave a presentation on the story of York, an African American slave who was part of the party of discovery. He was sorry more people from the city were not present because it was a very moving presentation. He toured the new development area in the Coast Guard neighborhood. About a third of the trees on the property had to be cleared. However, the Coast Guard spared every tree possible and is preserving a wetland. Clatsop County is desperate for affordable housing. Without the new development, the Coast Guard would not have any place to put families. The Sunset Empire Transit System held a meeting about their "Drive Less, Save More" campaign, an initiative to get people out of single occupancy vehicles. The campaign will focus on Astoria as a saturation area and will start gathering input about where locals shop, play, and attend church. He and other organizers of the Astoria Warming Center went to the Columbia County Warming Center in Saint Helens, which is housed in the Community Action Team building. By partnering with Community Action, the Columbia County Warming Center has access to grants. The center provides showers and laundry facilities for their guests. He hoped the Astoria Warming Center would be able to partner with Clatsop Community Action to gain access to grants. The warming center would be open Monday through Wednesday nights that week and Mayor LaMear and Councilor Price would be taking shifts.

Item 3(c): Councilor Price reported she was thankful to all of the organizers, volunteers, and businesses that hosted Fisher Poets Weekend and the Dark Arts. The events did a lot for Astoria. She reminded that the Library Renovation Committee would meet on Wednesday at 5:30 pm in the Flag Room of the Library. The Design Review Committee would meet on Thursday at 5:30 pm in Council Chambers at City Hall. A public meeting to discuss the possibility of a dog park at a portion of John Warren Field will be held on Tuesday, March 10th in Council Chambers at City Hall at 6:00 pm.

Item 3(d): Councilor Warr had no reports.

Item 3(e): Mayor LaMear reported she attended the Ron Wyden Town Hall meeting at Astoria High School. The students asked just as many questions as the adults, which was great. She was glad the students are interested in civics and current politics. She attended the public meeting on the proposed Enterprise Zone. Earlier that day, she went to the Bear Creek Dam Hydroelectric dedication. She showed one of the checks Astoria received from Energy Trust of Oregon. Astoria also received a check from Pacific Power. The project is wonderful because the dam will generate the electricity necessary to run the wastewater treatment plant and extra electricity that Astoria will sell to Pacific Power. There were 21 agencies involved in the project. Mike Morgan, Ken Cook, and Jeff Herrington deserve applause for their work on this marvelous project. She hoped this project was the first of many like it, as there is a possibility Astoria could develop another project that will convert water from Shively into electricity. This is one nice aspect of living in a city with hills.

CHANGES TO AGENDA: No changes.

PROCLAMATIONS:

Item 5(a): First Annual Astoria High School Graduate Day

Mayor LaMear read the proclamation declaring Monday, March 23, 2015 as the First Annual Astoria High School Graduate Day. She emphasized that this was so important to Astoria. The City must do something to improve the 68 percent high school graduation rate, which is not acceptable. This proclamation provides one way of facing the problem head-on and gets businesses involved in honoring the students that do graduate.

Kim Raichl, 37629 Labiske Lane, Astoria, Chairperson, Astoria High School Safe Senior Graduation Committee, explained that the party, held the night of graduation, is a safe and drug-free party for students graduating from Astoria High School and Tongue Point to enjoy a night of games, prizes, music, and dancing. These safe parties have proven over the years to reduce the chances of death by drunk driving and drug overdose. She first met with parents of high school seniors in January to discuss possible locations for the party, ideas for entertainment and prizes, and expenses. About \$12,000 was spent on this party last year. She was asked to consider fundraising ideas without much information from previous years. Shortly after the meeting, she read an article in the *Daily Astorian*, which stated the Oregon high school graduation rate was 68.7 percent, 49th in the nation. Astoria's graduation rate was 68.1 percent, the lowest in the county, and possibly, one of the lowest in the nation. She believes that as a community, Astoria can help the high schools do better, which led to the creation of a community-supported day dedicated to students who persevered and worked hard to receive their diploma.

- She asked the community to consider a fundraising idea to help sustain fundraising efforts for years to come and to encourage the youth to get their high school diploma. She hoped the Mayor and City Council would declare Monday, March 23, 2015 as the First Annual Astoria High School Graduate Day, a day for all Astoria businesses to band together and donate a tax deductible 5 percent of all profits to the Safe Graduation Celebration. The participating businesses will receive a small poster to place in their windows. She showed an example of the poster, which would notify customers that the business supports graduating seniors. The businesses would also have their name listed in the *Daily Astorian*, on Facebook, and on the radio in a public announcement. This event will help businesses kick-start their selling season and will show younger classes how important it is to earn a diploma and how the community will support and reward their efforts. Students will have one more incentive to stay in school. She did not believe the low graduation rate was a reflection on the teachers, support staff, and administrators who are dedicated, caring, and hardworking. With community support and one of the largest scholarship programs, Astoria High School can have the highest graduation rate in the nation. This annual event will help next year's seniors and parents fundraise for the 2016 graduation celebration and could serve as a model for other Oregon talents who struggle with low graduation rates. The event is already being supported by the *Daily Astorian*, KAST Radio and their affiliates, and the Astoria Warrenton Chamber of Commerce. She read a letter from Skip Hauke, Executive Director of the Chamber, to City Council, expressing the Chamber's support for the annual graduate day. She noted the staff report should be corrected to reflect that Miranda Dietrich was Vice-President of the Astoria High Scholar Society.

Miranda Dietrich, 90882 Lewis and Clark Road, Astoria, said the senior's goal was to have a safe place to celebrate all of their hard work and effort. The graduation party would provide a safe alternative to going to a party with alcohol or drugs. In the United States, there is always a case where teens get killed on graduation night from alcohol-related accidents. Students will always be tempted to find alternatives to safe graduation parties. However, the community's support could encourage more students to attend the Safe Senior Celebration. She hoped students would have enough fun at the party to realize drugs and alcohol are not needed in the future.

Spencer Nelson, 250 Alameda, Astoria, Senior Class President, said graduation parties should be a time to encourage students and recognize their high school accomplishments. Astoria has one of the lowest graduation rates in the nation. He believed this fundraiser would show students they are supported by their families and the community. Astoria has great scholarship foundations that will support students through college, but students need support to finish high school. The Class of 2015 would like to do some landscaping at the new sports complex as their going away present. He asked for donations to the graduation party as well as for the landscaping project.

Mayor LaMear presented the proclamation to Ms. Raichl, Ms. Dietrich, and Mr. Nelson.

Dulcye Taylor said she would add the Graduate Day event to the agenda for the next Astoria Downtown Historic District Association (ADHDA) meeting on Friday, March 6th at Baked Alaska at 8:30 am and invited the students to speak.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) **City Council Minutes of 2/2/15**
- 6(b) City Council Work Session Minutes of 2/2/15
- 6(c) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 1/20/15
 - (2) Parks Board Meeting of 1/28/15
- 6(d) Intergovernmental Agreement with Oregon Department of Land Conservation and Development for Riverfront Vision Plan Implementation (Community Development)

Councilor Herzig requested Item 6(a) be removed for further discussion.

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

Item 6(a): City Council Minutes of 2/2/15

Councilor Herzig noted County Manager Scott Somers' name was misspelled in the minutes.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Nemlowill, to approve Item 6(a) of the Consent Calendar, as amended. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

REGULAR AGENDA ITEMS

Item 7(a): Consideration of Adoption of Resolution for Creation of Enterprise Zone within City Limits of Astoria (Community Development)

The Oregon Enterprise Zone Act, ORS 285C.045-250, authorizes the designation of Enterprise Zones and provides that property tax abatements and job creation are desirable to stimulate economic development in economically depressed areas. The Enterprise Zone ("E-Zone") program allows for industrial and other qualifying firms making substantial capital investments an exemption of 100 percent of real property taxes attributable to the new investment(s) for up to a five-year period. Recently, the City of Astoria, Clatsop County, the City of Warrenton, and the Port of Astoria have been discussing a mutual application for designation of an Enterprise Zone within their respective jurisdictions in order to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity.

The proposed Enterprise Zone has a total area of approximately 2,910.96 acres or 4.55 square miles (encompassing all proposed jurisdictional areas), and meets other statutory limitations on size and configuration. The area within the City of Astoria proposed for inclusion is 1,004.36 acres or 1.57 square miles and is shown in the attached map. A copy of a PowerPoint presentation explaining Enterprise Zones and a draft resolution supporting the application is also attached to this memorandum.

At their first Council / Board meetings of March, each of the four jurisdictions will be considering resolutions supporting the creation of an Enterprise Zone. The City of Astoria will be considering a resolution that would only support the creation of an Enterprise Zone within its City limits. Should the Astoria City Council not adopt the draft Resolution, creation of the Enterprise Zone within the jurisdictions of unincorporated Clatsop County and City of Warrenton could continue, should those entities pass their own resolutions. It should be noted there are portions of the proposed Enterprise Zone located within the City of Astoria that encumber Port of Astoria lands (in addition to properties not in the Port). In order for Port properties located in the City of Astoria to be included within the proposed Enterprise Zone, the City of Astoria would need to adopt a supporting resolution.

As noted earlier, an Enterprise Zone allows for industrial and other qualifying firms making substantial investments an exemption on property taxes attributable to those investments. One of the other qualifying types of developments could be hotels, motels, and destination resorts. Within the draft resolution, these types of developments are proposed to be included.

The draft resolution also includes a provision that Clatsop Economic Development Resources (CEDR) be appointed as the Enterprise Zone manager. CEDR represents all of Clatsop County and the City of Astoria is a member. If approved by the Council, an application will be submitted to Business Oregon as outlined in the resolution. Should the Astoria City Council wish to establish an Enterprise Zone within the Astoria city limits, it is recommended that Council adopt the attached resolution.

City Manager Estes said the proposed resolution could not be approved at this meeting because the State requires a seven-day waiting period from the jurisdictional meeting, which was held on Tuesday, February 24th. Therefore, the resolution is being presented for discussion only. Should City Council decide to move forward with consideration of the resolution, it could be approved at the next Council meeting. He understood that the City of Warrenton and Clatsop County intend to allow hotels, motels, and destination resorts in their portions of the zone. However, Astoria could remove these developments from the draft resolution. The addition of local requirements within the zone would only apply to urban areas, which does not include the portion of the zone within Astoria city limits. However, Astoria could apply local restrictions to a business that requested a four or five-year property tax abatement. He understood that Clatsop County and the City of Warrenton were not proposing any additional requirements for the four or five-year tax abatement.

Kevin Leahy, 3560 Irving Avenue, Astoria, Director of CEDR, shared success stories about small businesses in enterprise zones throughout Oregon. He noted that enterprise zones were one item in a toolkit for attracting growing businesses. Business Oregon worked with these small businesses to create jobs, move into larger spaces, and increase sales.

Councilor Nemlowill declared she would have a potential conflict of interest because the area proposed for the enterprise zone encompassed Fort George Brewery property, with which she was affiliated. She thanked Mr. Leahy for his time, noting the City had a great relationship with CEDR. She asked if CEDR would have time to manage the enterprise zone. Mr. Leahy replied definitely. CEDR would have to add some structure and funding. However, he believed this could be resolved through their partnership with the County and Business Oregon. He would provide administrative leadership and CEDR would request assistance with the clerical duties. This type of growth from the development of an enterprise zone is a good problem to have.

Councilor Nemlowill said she was glad that such a great community partner with a great reputation was willing and able to manage the zone. She asked how the zone would affect local land use. City Manager Estes confirmed the zone would not have any effect on or preempt zoning ordinances or land use laws within Astoria. City Council, through the Planning Commission, enacts zoning ordinances in the city. The enterprise zone would simply be a tool for assisting the types of development that City Council wants in the community. No land use review by CEDR or the State would be conducted.

Councilor Nemlowill asked what types of businesses would be included in industrial development. Mr. Leahy said local zoning ordinances define the uses allowed in an industrial zone. CEDR is committed to growing the economy with the right industries. Each of CEDR's partners has an opportunity to weigh in, but ultimately each jurisdiction decides what type of development to allow. Astoria will make its own decisions about the type of development that is allowed. Over the last three and a half years, he has worked with City Manager Estes and City Council as CEDR Director. CEDR has always operated with transparency. The CEDR board meetings are always open to the public. He committed to work with City Council to resolve issues. He confirmed that businesses other than heavy industry could benefit from the enterprise zone. Craft brewing and distilling are significant examples of fast growing industries in the local economy. CEDR is also part of the historic preservation at Clatsop Community College, which is an important part of Astoria's heritage. The historic preservation industry could benefit from the enterprise zone, giving Astoria some great market share while honoring its heritage. He showed a map from Business Oregon's website that compares rural and urban areas. The local community needs family-wage jobs and this zone could be used as a tool to recruit, retain, and grow local businesses.

Councilor Nemlowill said this will be an investment for the community. She asked if Mr. Leahy believed the enterprise zone would work. She questioned whether a deferment of property taxes was enough to kick-start the businesses Astoria wants. Mr. Leahy said the zone provides opportunities to local businesses. The community wants to be competitive with the surrounding communities, and adding this zone to the community's toolkit gives the local area an advantage.

Councilor Price confirmed this proposed enterprise zone would not be one designated as the type of rural enterprise zones the allows for a 15-year tax abatement. She asked for clarification on local requirements and incentives, which would be in addition to the State requirements and incentives. Some jurisdictions require a minimum investment, job quality conditions, application fees, and community service fees. Incentives in other enterprise zones include fast-tracking land use review and waiving fees. City Manager Estes explained that none of the jurisdictions, including Astoria, have proposed local requirements or incentives in their resolutions for this enterprise zone. The urban areas are able to implement local requirements and incentives for years one through three. However, this enterprise zone would be classified as a five-year maximum rural enterprise zone, which would only allow local requirements and incentives for years four and five. City Council could discuss adding local requirements and incentives, but the other jurisdictions are not considering any of their own. He added that Astoria is the first jurisdiction to begin discussing the zone. If City Council wanted to move forward with the enterprise zone, he wanted feedback about hotels and local requirements and incentives for years four and five.

Councilor Nemlowill was in favor of the enterprise zone. Economic development through partnerships is being considered as a City Council goal and CEDR provides great expertise on economic development. She did not see any disadvantages to the enterprise zone because Mr. Leahy said the zone would give Astoria a competitive advantage and City Manager Estes has confirmed local zoning and land use rules would not be preempted.

Councilor Herzig said he had no problem partnering with Clatsop County or the City of Warrenton. However, he had concerns about partnering with the Port of Astoria because the City and the Port had very contentious meetings last year as they tried to create zoning for the Riverwalk. The Port has threatened the City with lawsuits and tried to overturn the will of the people of Astoria. He feared partnering with the Port on an enterprise zone would force the City to make concessions on zoning. Most of the current Planning Commission members have stated on record they are pro-development, so he did not believe City Council could count on the Planning Commission to defend the interests of the citizens of Astoria.

Councilor Price said the more she learns about enterprise zones, the more supportive she becomes. However, she was concerned because the details of the partnership are still unknown. One of the partners did threaten to sue the City multiple times over the last few months. She wanted more information about the details of the partnership.

Councilor Warr was supportive of the enterprise zone, but respectfully disagreed with Councilors Herzig and Price about partnering with the Port of Astoria. The Port's business is economic development. The City potentially limited the Port's development with the Riverfront Vision Plan. Had he represented the Port instead of the City, he may have been inclined to sue the City as well. The Port exists to build and grow and they have a valid point.

Jim Knight, Port of Astoria Director, said the threat of lawsuits with its partners in economic development would certainly seem like a difficult way for the Port to collaborate in the development of Astoria. He has been director for less than four months and he was disappointed to hear that the Port's comments in the past have harmed the community or its relationship with the City. However, this is a perfect example of when an enterprise zone can be extremely helpful to a community. There are mixed reviews about the success of existing enterprise zones. However, it is important for an economic engine, like the Port, to have as many tools in its toolbox in order to attract businesses. The Port of Astoria competes with about 12 other ports in the Pacific Northwest and it is a cutthroat businesses. Each port wants its community to grow and prosper. He was involved with an enterprise zone at the Port of Olympia before he came to Astoria. The real value of an enterprise zone is that it causes the economic development engines in the community to evaluate the mutual goals of all the jurisdictions within the zone. The purpose of a port is not to end up in onerous relationships with its community partners, but to be an economic engine for the prosperity of all. An enterprise zone provides a vehicle for the planners of the community to evaluate mutual plans so that as each entity works together on new projects, there is confidence that no partner is stepping on another's toes. The benefit of one entity should never be at the expense of another. The Port desperately needs the support of the City for an enterprise zone. An enterprise zone is

probably not the one tool that will recruit a company. However, the zone, combined with the community's quality of life, education, infrastructure, and the air and water quality, will cause a business to come to the community. An enterprise zone could have allowed the Riverwalk Inn to be deconstructed and a new one built in its place. None of the hotel operators that wanted to come to Astoria were willing to pay the reconstruction costs, which was about \$1 million. The Port could not afford the reconstruction either. It could have been helpful if the communities were working together to promote economic development for the benefit of all. It is a new day in Astoria and the days of contentiousness between the Port and the City are in the past. Now that he is Director, he would do everything possible to maintain a positive relationship. He reiterated how an enterprise zone would require all entities involved to work together on opportunities. The possibility of redeveloping Tongue Point into a viable shipping port could require investments of \$200 to \$300 million. The community needs every opportunity in order to attract the type of development necessary for such redevelopment. He believed an enterprise zone had no downfalls. The biggest benefit would be the coordinated efforts of the community's economic engines. He understood that development of the waterfront would be discussed during open communications with the community. He urged City Council to participate in the enterprise zone.

Councilor Nemlowill said she was on the Planning Commission during the contentious discussions. She was glad to hear Mr. Knight's comments and thanked him for the positivity.

Mayor LaMear and City Council confirmed they were not opposed to allowing hotels in the enterprise zone.

City Manager Estes asked Council if they wanted to allow businesses to request the 3-year tax abatement be extended for years four and five. If an extension of the tax abatement were allowed, local restrictions and incentives could be implemented. Local restrictions and incentives would not have to be decided on up front.

Councilor Warr said businesses were not beating down Astoria's door. It might be a good idea to wait until Astoria was comfortable with the enterprise zone before deciding on restrictions for years four and five.

City Manager Estes explained that a business would have to apply for the extended tax abatement during the initial application process. All jurisdictions in the enterprise zone would have to approve the application.

Mayor LaMear confirmed the resolution, which would only establish the enterprise zone, could be adopted on March 16, 2015. The resolution would state hotels and motels would be allowed in the zone and would not specify any extension of tax benefits for years four and five.

City Manager Estes added that all of the other jurisdictions will be going through the same resolution adoption process as Astoria over the next few weeks. The resolutions will need to have some similarities.

Councilor Price understood the enterprise zone would have one set of rules that applies to all of the jurisdictions. City Manager Estes said that was correct for years one through three. However, for years four and five, different standards could apply to each jurisdiction. Councilor Price believed a community service fee should be implemented because all of the other enterprise zones require a community service fee of between 5 and 25 percent of the abated taxes for years four and five, payable annually to the jurisdiction. She did not know what the money was used for, but assumed it was deposited into the General Fund.

Councilor Warr said the two Councilors who have started businesses understand how difficult it can be. Any advantage a business owner can get to help the business succeed is welcomed. He reiterated that Astoria did not have businesses beating down its door. Therefore, a community service fee was not appropriate. Astoria should simply be hopeful that a business takes advantage of the enterprise zone.

Councilor Herzig said the State only allows a limited number of enterprise zones and there are currently only four openings. The community may not have the opportunity to apply for an enterprise zone for several more years. He believed it would be appropriate to take public comments about this enterprise zone, possibly at the next City Council meeting.

Mayor LaMear said she would consider taking public comments at the next meeting.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Mayor LaMear said at the last City Council meeting, Astoria High School students asked for funding during their presentation about their upcoming trip to Waldorf, Germany as exchange students. She asked City Council to authorize City Manager Estes to contribute funds equal to airfare for one student. City Manager Estes said in the past, the City has contributed between \$1,400 and \$2,000.

Councilors Warr and Nemlowill supported the contribution.

Councilor Herzig said he wanted a commitment from the exchange students to participate in the CHIP-In program. Community service would not need to be a restriction, but he wanted the idea mentioned to the students. Mayor LaMear said staff could discuss this with Jim Pierce. City Manager Estes added the exchange students have participated in multiple fundraising efforts. The City's contribution would offset the total costs.

Ted Thomas, 398 Atlantic, Astoria, wanted to know if the enterprise zone administrator would be less firm in its oversight of the City than the Urban Renewal Districts, which the City still has the authority to create, amend, and administer. He understood that enterprise zones can and often are extended past three and five years through renewals. Upon reading ORS 285(c), he understood that most small businesses would not be able to afford the fees. He questioned whether an enterprise zone would actually benefit any small business. No business should be excluded from qualifying for the zone if the mere retention of business is sufficient and exclusive criteria allows for the justification of a tax-incremented financed enterprise zone. Promoters assert that enterprise zones create jobs, encourage the retention of businesses, and benefit the local economy. However, several evidence-based studies indicate that tax-incremented financed enterprise zones do not measurably contribute to any of those goals. Promoters should support their claims with evidence and he questioned what evidence existed to support statements made in favor of enterprise zones. He wanted to see specific studies with data. Enterprise zones have been subject to numerous lawsuits and have demonstrated a profound lack of transparency. Other states have radically scrutinized and are reforming the abuse of enterprise zone practices. Enterprise zones have fallen out of fashion in many other states. The maps presented at the public meeting on February 24th were not final because they included areas that did not meet Oregon statutes and guidelines for economically distressed areas. Until the maps are finalized, resolutions are premature. No one has been able to tell him who drew the maps. Any growth subsequent to providing large tax breaks for big businesses will increase the demands on City, County, and State services without a commensurate increase in ad valorem revenue. This will lead to degraded services or an increase in everyone else's taxes, including small businesses. A study done in Illinois showed there was a 4 percent increase in property taxes due to enterprise zone laws. The real driver of a robust economy is a level and low tax environment for all businesses, instead of a select few. A committee to identify areas for which geography may act as an economic hindrance is one thing. However, tailoring the map to the interests of private businesses and presenting an incomplete map to the public without giving the public any timely means to review it is not in accordance with the intent or language of ORS 285 (c).

City Manager Estes said the Agenda packet included an additional analysis of the map. The map presented at this meeting was the final map, which did meet the State's criteria. The map was prepared by City staff by looking at industrial zoning districts within the city and included the downtown zoning district where more artisan industries have developed. Staff's recommended map was presented to City Council in February for review and discussion. The final map has been included in this meeting's Agenda packet.

Mr. Thomas did not believe City Manager Estes understood his question. He asked what criteria staff used and if staff communicated with business interests. City Manager Estes reiterated that industrial zoning districts and the downtown area were used to develop the maps. He confirmed that staff did not contact individual businesses to create the map. The revisions made to the map added areas with median incomes above a certain threshold. These amendments were discussed at the February 24 meeting and the map being considered tonight reflects those amendments to meet State statutes. Alejandro Bancke has been working with the City to review census map data so that Astoria's map meets State statutes, which led to the inclusion of the area around Astoria Ford.

George McCartin, 490 Franklin Avenue, Astoria, agreed with Mr. Thomas about the drawbacks of enterprise zones. He asked staff to display the map and asked if jurisdictions would combine where enterprise zones overlapped. City Manager Estes explained that in order for an enterprise zone to be included within the City of Astoria and Port of Astoria lands, the City would have to approve the resolution. Mr. McCartin understood, but asked specifically about three areas designated on the map. He understood that part of those areas were under

the control of the Port. City Manager Estes said this was correct. Portions of each of the three areas are either owned or leased by the Port. Mr. McCartin said the Port and the City would really have to work together to make the enterprise zone work. He hoped the new Port Director could be trusted, but still believed the City should be careful because of the past. He understood that qualified businesses could not be denied the benefits of an enterprise zone. City Manager Estes explained that the enterprise zone manager would do due diligence to measure a business's impact per the conditions of the approved plan. The zone would have continual oversight once it is established.

Councilor Herzig understood once the enterprise zone director approves an application to start a business in the zone, the jurisdictions cannot oppose the decision. Even if Astoria could uphold its zoning laws, approved businesses would be still be allowed. City Manager Estes explained that certain businesses could be prohibited through zoning ordinances.

Councilor Price understood the enterprise zone director only gives approval to participate in the zone, not business development. If a business meets the City's criteria, it could also apply to receive the tax abatement. City Manager Estes confirmed this was correct.

Mr. McCartin explained that personal information about Councilors published on the City's website suggests where Councilors may have conflicts of interest. He requested this same information be published about all other City board and commission members. This information would also help the public understand the backgrounds and interests of board and commission members. The Planning Commission and Historic Landmarks Commission deal with citizens asking for exceptions, so it is important to better understand the commission members. He knew City Council was interested in improving transparency.

Shel Cantor, 1189 Jerome, Astoria, said without an enterprise zone, Astoria could still offer tax and other incentives to businesses on a case-by-case basis. The incentive could be for any amount, any period of time, or any criteria and conditions Astoria chooses. The incentives could remain flexible, wielding them to Astoria's needs. This is a tool Astoria already has. ORS 285.140 states the enterprise zone sponsor and County assessor shall authorize businesses that have met the established criteria of the zone by approving their application. If the sponsor or assessor fails or refuses to authorize the business, the business may appeal to the Oregon Tax Court. The enterprise zone would not allow Astoria do things it cannot already do. However, the zone would obligate Astoria to grant tax incentives in amounts, with stipulated conditions, for durations, and in accordance with blanket criteria, which would all be predetermined, constrained by the State's rules, and subject to the whim of the court. Therefore, an enterprise zone is not a tool, but a straight jacket. Studies that have examined enterprise zones are inconsistent and have failed to conclusively demonstrate that enterprise zones yield benefits. He cited a presentation given to the Oregon Economic Development Association Executive Board in 2010, which indicated there were no significant differences in employment between Oregon's enterprise zones and non-enterprise areas. Astoria can implement opportunities that allocate resources to incentivize business expansion that is expected to produce a net benefit for the community without an enterprise zone. Why would Astoria choose to strap itself into an enterprise zone straight jacket?

Sherry Holdiman, 289 SE Anchor, Warrenton, explained she was a former inmate of the Clatsop County Correctional Facility and the Oregon Women's Penitentiary. She was concerned about the many barriers ex-offenders experience upon being released. She discussed her family history, criminal background, and her experiences trying to improve her lifestyle since completing her sentence, working hard to overcome all of the barriers in her path. Her successes include regaining driving privileges, obtaining employment, and most importantly becoming the first Holdiman to achieve a higher education diploma. She earned two diplomas from Clatsop Community College and has recently been admitted to Eastern Oregon University to pursue a Bachelor's of Science in the School of Business with a degree in Business Administration and Management. The penitentiary has a job preparation program that allows Goodwill to employ inmates immediately upon release; however, the local community lacks that type of connection and seems to fear felons. She is aggressively seeking employment in a higher position, but has encountered barriers. She had previously given Councilors Herzig and Price a packet of information. There are more than 30 local businesses that will give an ex-offender a job. She would like to triple the number of local businesses willing to employ ex-offenders. Goodwill Industries offers a packet of networking tips to help people find employment. Her employment goals are much higher than a non-living wage job, of which the community has a surplus. Most of her work history has been at minimum wage jobs. She highlighted some of her recent successes and presented a copy of a story she wrote about Toastmasters that was published. People with a criminal history experience barriers to transportation, housing,

and money. Once time has been served and fines have been paid, the application process to remove charges from a criminal record requires a payment for each charge.

Councilor Price noted she was the wife of District Attorney Josh Marquis and congratulated Ms. Holdiman for all of her hard work. Many people go in and out of the correctional system and never end up where Ms. Holdiman is today. She was not sure what the City Council could do to address the barriers experienced by ex-offenders. She encouraged Ms. Holdiman to forward her concerns in writing so that City Council could consider them at a later date.

Councilor Herzig believed Ms. Holdiman showed remarkable courage and tenacity at pursuing her goals and going public about the obstacles she has faced. There is a growing national awareness of the barriers placed in front of former offenders as they try to rejoin the workforce. Some of the barriers are insurmountable and there are a number of ways they can be addressed by the community. Many people have done their time and have changed their lives. These people need a second chance and the community should not make it impossible for them to move forward.

Steve Fulton, 3598 Grand Avenue, Astoria, said he was a member of the Oregon Business Commission and the Port of Astoria Commission. He believed the enterprise zone would provide some certainty to businesses coming to the community. He also believed Jim Knight was going to be a wonderful manager and was proud to have him speak on behalf of the Port. The enterprise zone would give Port staff a tool to use when speaking with prospective businesses. While the zone offers tax abatements for a few years, businesses invest for 20 years. The biggest benefit will be more available jobs and people with jobs will spend money in the community. Astoria does not have many available jobs, but bringing tools like an enterprise zone may help. The tax abatements only last a few years, after which the businesses will be paying full taxes just like everyone else in the community.

City Council recessed to convene the Executive Session and Astoria Development Commission meeting at 8:51 pm.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2) (e) – Real Property Transactions

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:40 pm.

APPROVED:

City Manager

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

February 17, 2015

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

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

Commissioners Excused: None

Staff Present: Interim Planner Mike Morgan and Administrative Assistant Sherri Williams.

APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes of the January 20, 2015 meeting. There was none.

Commissioner Stanley moved to approve the minutes of January 20, 2015 as presented; seconded by Commissioner Burns. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Osterberg, Burns, Stanley, and McHone. Nays: None.

PUBLIC HEARINGS:

President Gunderson explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report. She noted for the record the only person in the audience was Derrick from the *Daily Astorian*.

ITEM 4(a):

EX15-01 Exterior Alteration EX15-01 by Kathleen A. Karan to remove masonry chimney on a structure designated as historic at 1121 11th Street in the R-1 Zone.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Interim Planner Morgan presented the Staff report, displaying photos of the subject house. Staff recommended approval of the request. No correspondence has been received.

Vice President Dieffenbach asked what the chimney was made of. Interim Planner Morgan replied brick with a stucco veneer.

President Gunderson opened public testimony for the hearing. Seeing that the Applicant was not present and there was no one in the audience, she closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Osterberg said he supported the request. The historic inventory does not refer to a chimney on that house, so he concluded that it had not been identified as special decorative feature or key to the historic integrity of the house, which made him comfortable with Staff's recommendation.

Commissioners Burns, McHone, Stanley, Caruana, and Vice President Dieffenbach also supported the request.

President Gunderson did not want to see the chimney removed. She researched this house because in the past, a chimney on a house in another historic neighborhood was removed because the contractor did not believe it had historic significance. She spoke with John Goodenberger, who said he trusted Joe Herman's judgment about this chimney. However, she did not want to see a gas stove pipe installed in place of the chimney later and recommended a condition of approval accordingly.

Interim Planner Morgan believed a new chimney or anything that would protrude through the roof would need to be reviewed by the HLC. If the Applicant were to install a gas fireplace, the vent would most likely be installed through the wall.

Vice President Dieffenbach said she had never seen a chimney on a historic home of this age that had deteriorated but would still be safe during a seismic event. Rebuilding a chimney is very expensive. She did not like to see the chimneys removed, but there is really nothing else that can be done from a safety and economic standpoint.

President Gunderson appreciated Vice President Dieffenbach's comments. She had looked into this issue and asked questions because she is not expert on chimneys. She was concerned because the City has had issues with chimneys being removed in the past.

Vice President Dieffenbach agreed that making decisions on chimneys is difficult because so many different factors can come into play.

Commissioner Stanley agreed that an economic impact forces people to do the opposite of what the HLC wants, which is to restore historic homes. He believed Joe Herman Masonry is to fireplaces what John Goodenberger is to homes.

President Gunderson explained she approved of the request, but wanted to note she had done some research first.

Vice President Dieffenbach moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX15-01 by Kathleen A. Karan; seconded by Commissioner Caruana. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

OLD BUSINESS – ITEM 5(a):

Update on Appeal of New Construction Request by Columbia Bank

Administrative Assistant Williams gave copies of a handout to the Commissioners. Interim Planner Morgan said he received an email from the architect, which suggested the use of slate colored standing seam metal or blue ceramic tile roofing as an alternative to the blue standing seam metal that was rejected by the HLC. He told the architect the City preferred the two darkest colored materials.

The Commissioners agreed they would prefer to have sample materials rather than photographs to review. Interim Planner Morgan understood that the choice of material could be approved by Staff and a public hearing was not necessary. However, he would ask Columbia Bank to send sample materials for the HLC to review.

After some discussion about the overall look of the pyramid feature on the roof, President Gunderson said she would defer to Commissioner Caruana and Vice President Dieffenbach on the choice of roofing material because roofing was their expertise.

Interim Planner Morgan offered to make sample materials available to the Commissioners to review at their convenience. He believed the material could be approved by Staff, but he wanted to approve a material the HLC was comfortable with.

STATUS REPORTS – ITEM 6(a):

Interim Planner Morgan has included status report photographs of the following: EX12-02 for 1483 Duane, HD14-01 for 778 38th Street. All projects are complete and conditions have been met. These status report photographs are for Commission information.

ITEMS NOT ON AGENDA

Interim Planner Morgan explained that an Applicant who is building a new structure in the Shively-McClure neighborhood has not been able to find recessed windows that comply with the City's guidelines. He asked for direction from the HLC about how to advise the Applicant.

Commissioner Osterberg suggested the architect design the building to accommodate standard windows that would be recessed.

Commissioner Caruana said the windows would need to be installed with an offset flange. The windows would be set into the wall slightly deeper and a deeper trim would create the relief. Or, flangeless windows could be set as deep as one wanted. He believed the architect could resolve this issue.

Interim Planner Morgan confirmed the project would be reviewed by the HLC because the project involves new construction in a historic area. The owners want to come to the HLC with a project that can be approved.

Commissioner Stanley said it would be helpful to review Ted Osborn's project, which was also new construction in a historic neighborhood. President Gunderson added that the guidelines for the Shively-McClure neighborhood would be similar to Mill Pond's because both neighborhoods were in the Gateway Overlay Zone.

The Commissioners discussed past projects for which they required recessed windows. Vice President Dieffenbach noted that without seeing the design of the house, it is difficult to determine what type of windows the house should have. The HLC must review the overall look and character of new houses, not the specific details that are reviewed on historic homes.

Interim Planner Morgan said he would do some research and speak with Mr. Osborn and former Planner Rosemary Johnson.

WEBINAR

Sherry Williams said Staff had received an email from the State Historic Preservation Office (SHPO) about a free online class on historic windows. She requested more information about the class and would forward the information to Commissioners through email.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:46 p.m.

ATTEST:

APPROVED:

Secretary

Interim Planner

Astoria Library Board Meeting
Astoria Public Library
January 27, 2015
5:30 pm.

Present: Library Board members David Oser, Susan Brooks, Kate Summers, Kimberley Chaput and Chris Womack; Staff Library Director Jane Tucker; and ALFA Representative Steve Emmons.

Call to Order: Chairman David Oser called the meeting to order at 5:30 pm.

Welcome New Board Members:

Chris Womack and Kimberley Chaput, the new members of the board, introduced themselves, noting their professional backgrounds and sharing some personal facts. Board members introduced themselves to Mr. Womack and Ms. Chaput.

Approval of Agenda: The agenda was approved with the correction to the meeting date.

Approval of Minutes: The minutes of December 2, 2014 were approved as presented.

Renovation Update:

Chairman Oser updated the new Board members on the library renovation, explaining how the Renovation Plan was developed and how the plan would be used. He highlighted past discussions that led to the Board's preference for using the Waldorf space, which has since created some concerns in the community. The Board is now waiting on a decision from City Council before moving forward with renovation efforts. Board members are encouraged to attend the City Council work session scheduled for February 17, 2015 where next steps will be discussed.

The Board and staff discussed how work sessions are conducted, as the Board members wanted confirmation that they would be able to answer questions asked by Councilors at the upcoming work session. Work sessions may or may not result in a decision by City Council.

Director Tucker described details contained in the Renovation Plan and encouraged the new Board members to read through it in preparation for upcoming meetings. Chairman Oser described the structures and purposes of the Library Foundation and Library Renovation Committee for the new Board members.

Item 5(a): Foundation Update

Chairman Oser noted the Foundation is currently waiting for other renovation efforts to move forward.

Item 5(b): Renovation Committee Update

Chairman Oser stated that he and Committee member Bruce Jones planned to meet on January 28 to work on a vision statement for the Committee. The Renovation Committee had recommended the same Renovation Plan as the Library Board and had met several weeks ago to discuss establishing an event horizon. Director Tucker noted the original event horizon was 2035, but it is already 2015, so the new event horizon could be 2050 and discussion involved forecasting needs and technology so far into the future.

Item 5(c): Staff Reports

Director Tucker gave details about how the Renovation Plan was developed through consultants and public input.

Board Reports:

Item 5(a): Reports of Community Presentations

There were no reports.

Library Director's Report:

Director Tucker reported that on October 24, 2015, the Public Library Division Board of the Oregon Library Association (OLA) will host an event with Peter Pearson and Susan Hall, who are nationally recognized foundation and library friends fundraisers for libraries. Members of library boards, friends groups, and foundations may attend the event, which will be held in the Portland area.

- She updated the Board on efforts to improve safety at the library, which included creating a safety log and implementation of some facility improvements suggested by the Police Department.
- She reported that the doors broke again and have been repaired.
- She explained the library's statistics to the new Board members, citing the annual statistics for 2014 and explaining how the library collects and uses the data.
- She also explained the Libraries Rural Outreach in Clatsop County (ROCC) Program, which uses grant funds to provide no-fee library services and programs to children living outside the city limits.

Update on ALFA Activities:

Steve Emmons reported that ALFA elected Dave Ambrose and Patricia Staton-Thomas as Co-Presidents. ALFA is still looking for a secretary and their treasury balance was about \$6,000. He and Director Tucker updated the new Board members on the purpose of ALFA, noting how they support the library and its programs through volunteers and donations.

New Business:

Item 9(a): Election of Officers

Following discussion about the role of the Chair and the availability of potential candidates, Kate Summers was unanimously elected as the 2015 Library Board Chairperson.

Old Business: There was none.

Public Comments:

Marge Peck, 2850 Marine Drive, Astoria, asked if information about the renovation was available on the internet. Director Tucker said yes, all of the information was available on the library's website. Ms. Peck said she tried accessing the budgets. She worked as an accountant for 35 years, but said it was difficult to understand what the City is doing with its money. It would be interesting to see what the next year brings.

Director Tucker invited Ms. Peck to contact her or Staff if she had any questions about the budget.

Mayor LaMear, a member of the audience, reported that she would be speaking to the PEO in February about plans for the library, which are on hold until City Council has determined next steps.

Items for Next Meeting's Agenda: There were none.

Adjournment: There being no further business, the meeting was adjourned at 6:31 pm.

Respectfully submitted,

Jane Tucker, Director, Astoria Public Library

Astoria Library Board Meeting

Astoria Public Library

February 24, 2015

5:30 pm.

Present: Library Board members: David Oser, Susan Brooks, Kate Summers, Kimberly Chaput, and Chris Womack. Staff: Library Director Jane Tucker and ALFA Representatives Steve Emmons.

Excused: None

Absent: None

Call to Order: Chair Kate Summers called the meeting to order at 5:30 pm.

Approval of Agenda: Welcoming of New Board Members was removed from the agenda. The agenda was approved as amended.

Welcome New Board Members:

Approval of Minutes: The minutes of January 27, 2015 were approved as presented.

Renovation Update:

Item 5(a): Foundation Update

David Oser reported that the Foundation has not had any activity as it was still waiting for the City to create a clear plan of action.

Item 5(b): Renovation Committee Update

The Library Board and Staff discussed City Council's February 17, 2015 work session. Mayor LaMear proposed building a new library at Heritage Square, most likely with affordable housing above the library. Many questions would need to be answered. City Council discussed conducting a feasibility study on the Mayor's suggestion and the possibility of renovating the Waldorf through a public/private partnership. Ted Osborne, a retired architect, was enthusiastic about incorporating the existing library building with the Waldorf building.

Director Tucker reported that City Council indicated keeping the Needs Assessment and Building Program, but wanted to explore more options. Therefore, the Renovation Committee could continue to develop a communications plan based on the Needs Assessment.

David Oser said he was excited that City Council had chosen to take a wider view of possibilities than Ruth Metz had been able. Chris Womack added that Staff directed the conversation in a way that discussed the library as a core centerpiece of Heritage Square and downtown.

David Oser believed Staff would be given clear direction in the next few months, which would allow the Library Board to move forward. Director Tucker confirmed that City Council would establish a library project goal.

Item 5(c): Staff Reports

Director Tucker had no staff report other than the City Council's work session.

Board Reports:

Item 6(a): Reports of Community Presentations

The Library Board had no reports.

Library Director's Report:

Item 7(a): Libraries ROCC, Rural Outreach in Clatsop County

Director Tucker reviewed the Libraries ROCC Program, noting how the program is funded, what services it provides, and how the program is implemented in Clatsop County. She handed out historical data about the program and reviewed the details, noting how the program has grown over the years and has benefited literacy for children throughout Clatsop County. This is the last year of IMLS LSTA grant funding for Libraries ROCC in Clatsop County.

Feedback included questions on whether tax revenue would be used to supplement an ongoing program, how Clatsop County and other partners would be included in ongoing funding, how much the outreach program would cost annually, the percentage of property taxes that currently goes toward library funding, and geographic factors that affect county residents.

Director Tucker thanked the Library Board for their feedback.

Update on ALFA Activities:

Steve Emmons reported that the ALFA balance is currently \$7,032. Over \$5,000 has been earmarked for library programs and ALFA projects.

Director Tucker added that ALFA has donated prizes for the kids who completed the Summer Reading Program. ALFA received a donation of \$500 to fund the bilingual Spanish program.

New Business:

Item 9(a): Technology Standards for Public Libraries

Director Tucker updated the new Board members on the development of the Oregon Library Association's (OLA) new library standards and how Astoria will be using the standards during strategic planning. The Library Board and staff reviewed the technology standard.

Kimberly Chaput excused herself from the meeting at 6:55 pm.

Director Tucker said Astor Elementary School is asking local business owners to participate in Read Across Astor Day on Thursday, March 5 from 10:30 am to 11:15 am. Dr. Seuss books will be read to first grade students and each student will receive a copy of the book to keep and share with their families. A list of participating businesses will be enclosed in each book given to students. Kate Summers volunteered to represent the Library Board by reading to the students.

Old Business:

Public Comments:

Steve Emmons thanked Library Staff for doing a good job with the budget and maintaining the facility.

Items for Next Meeting's Agenda:

Adjournment: There being no further business, the meeting was adjourned at 7:05 pm.

Respectfully submitted,

Jane Tucker, Director, Astoria Public Library

**Parks Advisory Board Meeting Minutes
February 25, 2015**

Present- Norma Hernandez, Jessica Schleif, Peter O'Farrell, Andrew Fick, Tammy Loughran, Eric Halverson, Joe Miltengerger and Jim Holen

Absent- Grace Laman and Howard Rub

Guests- Michelle Bisek and Leslie Long

Staff- Angela Cosby, Terra Patterson, Randy Boehr and Jonah Dart-McLean

Meeting was called to Order at 6:50am by chairperson Norma Hernandez.

Approval of Minutes

1. Jim Holen motioned to approve the minutes, Eric Halverson seconded the motion. January minutes were approved.

Public Comment

1. Claudia Russell, 4828 Birch Street, Astoria, expressed concerned about the proposed dog park. She has lived in Alderbrook for 23 years and has walked her dog all over the area. She loves dogs and dog parks, but she was concerned that a dog park could disrupt the wildlife. The wildlife is one of the reasons she loves living in that neighborhood. Traffic and safety issues will increase when more people are brought into a small undeveloped area. The area where the dog park is proposed seems to be the last open area of the riverfront in Astoria and is a gorgeous resource that should be protected. She was also concerned about the Parks budget. She has been asked several times to volunteer to clean up and do maintenance at local parks. This is a nice idea, but opening up another park when the department already needs volunteers is a concern.
2. Lorna Zametkin, 373 47th, Astoria, said she has lived in and has walked many dogs in Alderbrook for many years. The neighborhood has changed for the better with more people walking through the area. She believed a dog park was not a good idea because of all the same reasons mentioned by Ms. Russell. She also believed a dog park should be in a more public area so that more people can see what is happening. Dog parks typically have running water and a restroom, which would be expensive to install. However, she was sure the homeless people living in the area would be happy to have a restroom nearby. More public access to a dog park would keep more eyes on the park, which would help people keep control of and help ensure people cleaned up after their dogs. She believed the dog park was a good idea, but possibly behind City Lumber. She wanted to preserve the wildlife in the proposed area, which would be easily spooked by dogs.
3. Toni Knier, 214 53rd Street, Astoria, said she has been working on her house for the last seven years. She bought the property because it was in such a beautiful location. The area is a dog park to her. Her dog loves the area and she believed people were taking more pride in the area since the road was paved. Everyone helps to pick up trash and keeps the area nice. There is a parking problem in the area and the waste trucks have trouble turning around. The area is lovely just the way it is and people of all ages are enjoying it more. She asked the Parks Board to consider another location for the dog park.
4. Rich Knier, 214 53rd Street, Astoria, said the access and parking to a dog park in this area was a problem. He was also concerned about the preservation of the pristine natural land, which is a watershed with a lot of sensitive animals and birds. Drivers enter the area from the Crest Motel and 47th Street and they do not realize how fast they are going. The road narrows and

drivers must make a turn. There are traffic and pedestrians in this small narrow area, which is not set up for additional traffic. The Parks Board has received letters about this concern for lack of adequate access. He believed the area should be preserved as is because Astoria does not have many areas like it. He was against a dog park.

5. Debi Curl, 283 53rd Street, Astoria, confirmed that all of Parks Board members had visited the site to consider the dog park. She sent the Board a letter earlier that week stating why she was opposed to the dog park. In addition to the concerns in her letter, she was concerned about the number of people that walk through the neighborhood towards the river trail. Residents in the neighborhood do not believe they own the natural area in Alderbrook and love sharing it with everyone that comes for the Riverwalk. The people that come through the neighborhood from other communities will stop, talk, and bring energy to the community. She tries to keep her yard like a little park so when people come down through the neighborhood, they can feel like the entire area is a vision of beauty. The dog park will detract from the whole Riverwalk experience.
6. Susan Swanby 5348 Alder Street, Astoria, said her house is two houses from the river trail parking area. She was upset about the process used to select a park. She believed the neighborhood should have been notified earlier in the process so that residents could be involved. Residents were only notified two weeks before the neighborhood meeting that a dog park had been proposed in their neighborhood and that a decision would be made later in the month. Residents had to cram to bring up facts about the area, which has really been taxing. She has tried to contact the City by email, but has not received a response. She asked the Parks Board to review their process and make it easier on the public. She would be disappointed if the City put a dog park in a location that has undergone so much change since the road has been paved. The neighborhood is not designed to accommodate a dog park.
7. Gina Kytr, 5253 Ash Street, Astoria, said the Alderbrook community does not support a dog park in the neighborhood. She was concerned about safety issues that occur when dog owners are not paying attention to their dogs. She was almost knocked over when a dog owner was paying attention to her child and the dog was not on a leash. More dogs would create more opportunities for people like her to be knocked down.
8. Suzie McClurry, 5241 Ash Street, Astoria, said she has lived in Alderbrook since 1972 and has seen the area go from wild to maintained. The area has seen many improvements, but increasing traffic would be over the top. The intersection by Crest Motel is very dangerous. There is a lot of vehicle and foot traffic in the area, but no sidewalks. Josie Peper and the Kytters asked her to voice their concerns that the opposition expressed at the neighborhood meeting to the dog park was not carried over by the Parks Department. Many people objected verbally and in writing, but the City does not seem to care or to listen to what the residents are saying. This is an insult to those who have voiced their opinion. The dog park would create safety issues and a lot of money would be needed to change the roads and infrastructure to accommodate parking and traffic. The footpath and Riverwalk trail are great and she suggested people walk, instead of drive, to Alderbrook Beach. She asked the Parks Board to think about the neighborhood.
9. President Hernandez thanked everyone for speaking. She reminded that the Parks Board acts as a facilitator with regard to the dog park. A separate group came up with the idea for the dog park. The Parks Board takes this issue seriously and is listening to the public's comments. City Council's goal is to have a dog park in Astoria and it is the Parks Board's responsibility to consider all of the options. Alderbrook is not the first location the Parks Department has considered for a dog park. Many sites have been considered over the last year and a half and the Alderbrook site is just one more step in the process.

President Hernandez

1. What do you hear- President Hernandez said people love the new playground at the recreation center. Also, Staff is happy to have Jonah Dart-McLean as their new supervisor.

Employee Recognition

1. Angela Cosby and Jonah Dart-McLean recognized Randy Boehr as the January employee of the month.

Old Business

- A. Tammy Loughran gave an update on the Parks Foundation. The foundation continues to work with Friends of McClure Park, the teen center, and the Garden of Surging Waves. The foundation will be raising money through a fundraiser.
- B. Jonah Dart McLean gave an update on the Parks Lawn and Plant Management Task Force, which is laying the framework for long-term planning for the City's parks with regard to the use of herbicides, chemical substances and other practices to improve quality of the turf and beds. A variety of solutions will be tested at five different sites to determine the levels of care and standards of use for each site, which should help the Task Force develop a long-term plan.

New Business

- A. Kurt Englund and Dave Gasser presented the Astoria Baseball Foundation's request to remove a tree near Akin Field in Tapiola Park. He described their work to terrace the bank behind the backstop of the baseball field, which had fallen. Removing the tree would simplify the project and give the area a cleaner look. If the tree remains, its root will be disturbed by the terrace work and the tree would be compromised. The Foundation offered to plant three trees in other locations, at their expense, to replace the one that is removed. Director Cosby described the process used to plant trees in parks, which considers irrigation, soil types, and many other aspects of the parks. She did not believe the tree to be removed had any special significance.

Tammy Loughran moved that the Parks Board approve the request from the Astoria Baseball Foundation to remove a tree near Aiken Field in Tapiola Park; Andrew Fick The motion was unanimously approved.

- B. Director Cosby reviewed the steps taken and locations reviewed during a search for a dog park. To update the new Board members, she presented what has taken place over the last two years via PowerPoint. Locations currently being considered include a four-acre site near the Alderbrook lagoon and a portion of the former John Warren Field now owned by Columbia Memorial Hospital. She reviewed maps of the Alderbrook lagoon and hospital property and discussed the pros and cons of having the dog park each location. Staff preferred the hospital property for a dog park, as the costs and maintenance would be less than in Alderbrook. The hospital is interested in considering an agreement with the City for a temporary dog park on their property. Michelle Bisek said the Friends of the Astoria Dog Park approved of the hospital's property, even though it would be temporary, because implementation and maintenance of a dog park at this location would be minimal. A permanent location could be identified while the hospital's property was being used.

Tammy Loughran moved that Staff host a town hall meeting to collect public feedback about the temporary use of Columbia Memorial Hospital property as a dog park. Eric Halverson seconded the motion, which passed unanimously.

The Board and Staff confirmed for the audience that petitions and letters opposed to the use of the Alderbrook lagoon had been received. Alderbrook residents would be notified if the City decided to pursue the lagoon as a possible location for the dog park. One resident of Alderbrook expressed concerned about the report given at the January Board meeting on the town hall meeting in Alderbrook. She requested agendas and minutes be published on the City's website. She also requested an opportunity to speak about the presentation.

- C. Director Cosby and Jonah Dart-McLean presented the Parks Maintenance Project Report.
- D. Director Cosby gave a report on the CHIP-in program. The schedule for the next year has been published and Janice is looking for sponsors and volunteers.
- E. Director Cosby gave the Special Projects Report. Pete O'Farrell was recognized for his help with the Half marathon event "Run on the river".
- F. Director Cosby gave an update on Lil Sprouts and Port of Play. Many kids get sick this time of year, but Staff has prevented health issues. Volunteers are needed to read to children on March 2nd for Dr. Seuss's birthday.
- G. Director Cosby reported on the recreation center, programs, fitness, and athletics.
- H. Director Cosby gave the Aquatic Center report. An unannounced audit was conducted on February 24th by Ellis and Associates. Lifeguard Staff exceeded nine of the ten areas of the audit. President Hernandez said she received positive feedback from an out-of-state visitor about the Aquatic Center.

The Board and Staff continued discussing the dog park. Director Cosby noted that Staff has prepared a binder that includes all 62 pages of information and the survey results. This binder is available to the public. The Board discussed whether to remove the Alderbrook lagoon as a possible location for a dog park and agreed to keep the lagoon on the list of possibilities. The Board and Staff discussed the public's perception of the lack of communication from the City despite the City's efforts to send letters, return phone calls and emails, and have public discussions at meetings. The City uses the same process for each potential location and remains transparent. However, there will always be some opposition and the Parks Board must still make a decision.

- I. Director Cosby updated the Board on upcoming events.

Next meeting will be held Wednesday, March 25, 2015 at 6:45am at the Astoria Recreation Center.



March 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AGREEMENT AND RESOLUTION TO ESTABLISH A HEALTH REIMBURSEMENT ARRANGEMENT (HRA VEBA)

DISCUSSION/ANALYSIS

At the February 2, 2015 City Council meeting, City Council approved a labor contract with the City of Astoria General / Parks Employees Group. A provision of this labor contract is to establish HRA VEBA accounts for employees in the bargaining unit.

An HRA is a qualified group health plan that allows for an employer to make contributions to an HRA trust. Per the contract the City's contribution to the employee's account is designated at three quarters of one percent (0.75%) of the employee's base wage per month. Employees have access to the funds in the HRA account to reimburse personal health related expenses.

In order to establish the HRA VEBA accounts City Council must approve an employer adoption agreement and resolution.

RECOMMENDATION

It is recommended that Council approve the attached agreement with the VEBA Trust for Public Employees in the Northwest and the related attached resolution.

By: 
John Snyder, Financial Analyst

HRA VEBA Employer Adoption Agreement

Employer Data Page

Employer contact information will be kept on file by VSG and the Plan TPA. This will help these primary service providers communicate with the appropriate individual(s) when questions or issues arise. Please immediately notify your VSG client consultant if your primary contact information changes.

SECTION 1: EMPLOYER INFORMATION			
Employer Name:	<u>City of Astoria Oregon</u>		
Employer Address:	<u>1095 Duane Street</u>	<u>Astoria</u>	<u>OR 97103</u>
	Street Address	City	State Zip
Employer Phone:	<u>503-325-5821</u>	Employer Fax:	<u>503-325-2997</u>
Estimated number of newly-enrolling employees within the next 12 months:	<u>14</u>		
Plan Effective Date:	<u>April 1, 2015</u>		
Employer Tax Identification Number:	<u>93-600-2118</u>	Total Number of FTEs:	<u>100</u>

SECTION 2: CONTACT INFORMATION	
a) Contact for General Plan Communications: Please identify the primary business or administrative contact who should receive official Plan communications (such as amendments) and other time sensitive administrative and operational communications and information. This person will receive your counter-signed Adoption Agreement and Employer Welcome kit.	
Contact Name:	<u>John Snyder</u> Contact Title: <u>Financial Analyst</u>
Mailing Address (if different than above):	_____
Telephone:	<u>503-298-2426</u> E-mail: <u>jsnyder@astoria.or.us</u>
b) Contact for Enrollment/Payroll Contribution Matters: Please identify the person who is generally responsible for facilitating participant enrollment and Employer contribution remittance.	
Contact Name:	<u>Sue Dohaniuk</u> Contact Title: <u>Finance Operations Manager</u>
Mailing Address (if different than above):	_____
Telephone:	<u>503-298-2427</u> E-mail: <u>sdohaniuk@astoria.or.us</u>

SECTION 3: FOR INTERNAL USE ONLY – To be completed by VSG	
VSG Client Consultant:	_____ Phone: _____
E-mail:	_____

**HRA VEBA
EMPLOYER ADOPTION AGREEMENT**

VEBA TRUST FOR PUBLIC EMPLOYEES IN THE NORTHWEST

Provisions:

1. Participation. [check one only]

(a) [] New Employer. Employer is a newly-adopting Employer, with a plan effective date of April 1, 2015 [enter intended plan effective date]. This Employer Adoption Agreement may be amended only in writing as executed by authorized officers of all parties hereto.

or

(b) [] Renewing Employer. Employer is a currently-participating Employer and wants to renew and ratify or amend its participation in the Plans and the Trust (as defined below). This Employer Adoption Agreement supersedes all prior Employer Adoption Agreements, if any, and may be amended only in writing as executed by authorized officers of all parties hereto.

2. Formal Authorization of Employer. The Employer, by formal action of its governing body or other authorized action, has formally established an employee benefit plan or arrangement pursuant to which it desires to make one or more contributions to the following health reimbursement arrangement (“HRA”) plans (as each may be amended, restated, or offered under one or more alternative plan document versions from time to time and referred to herein as a “Plan” or an “HRA VEBA Plan”) offered by the Voluntary Employees’ Beneficiary Association Trust for Public Employees in the Northwest (as the same may be amended or restated from time to time, the “Trust”):

(a) VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATION STANDARD HEALTH CARE REIMBURSEMENT PLAN FOR PUBLIC EMPLOYEES IN THE NORTHWEST (also referred to as the “HRA VEBA Standard HRA Plan”), which is designed to be exempt from the annual limits restrictions under the Public Health and Safety Act (“PHSA 2711”), as amended by the Patient Protection, Affordability, and Care Act of 2012 (“PPACA”), based upon integration with another group health plan in accordance with PHSA 2711 and applicable PPACA regulatory guidance. The HRA VEBA Standard HRA Plan may accept only contributions (i) made on behalf of participants who are enrolled in the Employer’s group health plan or another group health plan that provides minimum value, as defined by applicable PPACA regulatory guidance (a “Qualified Group Health Plan”)¹ or (ii) made after December 31, 2012 but before January 1, 2014 that are approved by the Trust as permitted or “grandfathered” contributions under PPACA and applicable PPACA regulations and regulatory guidance.

¹ For a description of the types of plans that can be considered to be Qualified Group Health Plans, refer to “What is a Qualified Group Health Plan?” enclosed or available online at www.hraveba.org.

Employer Adoption Agreement—continued

- (b) VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION POST-SEPARATION HEALTH CARE REIMBURSEMENT PLAN FOR PUBLIC EMPLOYEES IN THE NORTHWEST (also referred to as the "HRA VEBA Post-separation HRA Plan"), for which payment or reimbursement of benefits are available only after an eligible participant has retired from employment or otherwise separated from service with his or her Employer. The HRA VEBA Post-separation HRA Plan may accept contributions on behalf of all participants, including participants who are not enrolled in a Qualified Group Health Plan, as directed by the Employer pursuant to (i) this Employer Adoption Agreement, (ii) a Plan Design Change Form, (iii) contribution reports for the Post-separation HRA Plan submitted with participant contributions, or (iv) other written instructions from the Employer. **Contributions on behalf of participants who are not enrolled in a Qualified Group Health Plan must be submitted by the Employer into the Post-separation HRA Plan and included only in the Employer's contribution report for the Post-separation HRA plan.**

Through this Employer Adoption Agreement the Employer applies for participation in each Plan and the Trust, to be effective with respect to any Plan only when both of the following have occurred with respect to such Plan: (i) the Trust has accepted this Employer Adoption Agreement and (ii) the Employer has made a contribution or transfer into such Plan on behalf of one or more participants. With respect to each Plan, the Employer shall be considered to be a sponsor of such Plan with respect to its employees and shall have adopted and become subject to the provisions of such Plan and the Trust only upon acceptance by the Trust and the funding by the Employer of any contributions or transfer of assets into such Plan. The Employer acknowledges that it understands and agrees that: (a) neither the Plans, the Trust, nor the Plans/Trust's auditor performs audit work or otherwise examines to assure that any contribution from the Employer to the Trust is in accordance with the Employer's plan or arrangement and that this determination is the sole responsibility of the Employer; and (b) in the event the Employer's plan or arrangement for contributions is determined by the IRS to permit individual employee elections and thereby results in taxable income to affected employees, the Employer shall hold harmless and indemnify each Plan, Trust, and their agents for liability which may result therefrom.

3. **HRA VEBA Standard HRA Plan - Plan Design Selections.** Pursuant to collective bargaining agreements, other written agreements, or Employer benefits policies, whichever is applicable, the Employer hereby elects the following options under the Plan:

- (a) **Participant Accounts.** [check one only, unless Employer is establishing more than one type of Participant Account;⁽¹⁾ if no option is selected, the default election will be 3(a)(i) – In-service and post-separation coverage; 100% vested]

⁽¹⁾ In almost all cases Employer will select only one Participant Account option. However, more than one option may be selected if an Employer wants to (1) establish more than one type of Participant Account per Employee or (2) establish different types of Participant Accounts across multiple Employee groups. **Example 1**—Employer wants to establish two types of Participant Accounts per employee within the Standard HRA plan: one that permits in-service and post-separation benefits and is 100% vested, and one that permits post-separation benefits only subject to vesting. **Example 2**—Employer wants to establish different types of Participant Accounts for certain Employee groups. For Employee group A, Employer wants to establish Participant Accounts that are subject to vesting. For Employee group B, Employer wants to establish Participant Accounts that are 100% vested.

If Employer selects more than one Participant Account option, language must be attached that clearly describes, by Employee group, which type(s) of Participant Account(s) are to be established for each eligible Participant.

Employer Adoption Agreement—continued

Commencement of Benefits shall be as directed below by Employer or, for Employees whose assets have been transferred by Employer from a prior plan, Employer may additionally direct in writing that the commencement of Benefits shall coincide with the Employee's benefits eligibility date under the prior plan, provided the Employee becomes a Participant as defined by the Plan.

- (i) In-service and post-separation coverage; 100% vested. Participants shall immediately be eligible to file claims for qualified expenses and premiums incurred any time after a Participant Account is established with respect to such Employee.

or

- (ii) Post-separation coverage only; 100% vested. Participants shall be eligible to file claims for qualified expenses and premiums incurred after separation from service. Employer must notify the Third-party Administrator of such Employees' separation dates by submitting a completed Participant Status Change Form.

or

- (iii) In-service and post-separation coverage; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred while in-service and post-separation after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' claims eligibility dates, separation dates, and/or vested account percentages by submitting a completed Participant Status Change Form.

or

- (iv) Post-separation coverage only; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred post-separation and after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' separation dates and vested account percentages by submitting a completed Participant Status Change Form.

4. **HRA VEBA Post-separation HRA Plan – Plan Design Selections.** Pursuant to collective bargaining agreements, other written agreements, or Employer benefits policies, whichever is applicable, the Employer hereby elects the following options under the Plan:

- (a) **Participant Accounts.** [check one only, unless Employer is establishing more than one type of Participant Account,⁽¹⁾ **if no option is selected, the default election will be 4(a)(i) – Post-separation coverage; 100% vested**]

Commencement of Benefits shall be as directed below by Employer or, for Employees whose assets have been transferred by Employer from a prior plan, Employer may additionally direct in writing that the commencement of Benefits shall coincide with the Employee's benefits eligibility date under the prior plan, provided the Employee becomes a Participant as defined by the Plan.

Employer Adoption Agreement—continued

- (i) Post-separation coverage; 100% vested. Participants shall be eligible to file claims for qualified expenses and premiums incurred after separation from service. Employer must notify the Third-party Administrator of such Employees' separation dates by submitting a completed Participant Status Change Form.

or

- (ii) Post-separation coverage; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred post-separation and after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' separation dates and vested account percentages by submitting a completed Participant Status Change Form.

5. **Forfeitures.** In the event any funds within a Participant Account are forfeited in accordance with the terms of the Plan documents, such forfeited funds will be transferred to a general forfeiture account held within the Trust on behalf of the deceased or forfeiting Participant's Employer to be re-contributed as future contributions or otherwise applied for the benefit of all Participants of the Employer within the Trust, as directed by the Employer, but in all cases subject to applicable law, the terms of the Plan document, and the rules, policies and procedures established by the Administrator:

6. **Employer Account.** [check one only]

An Employer Account can be used to hold assets to offset other post-employment benefits, such as OPEB liabilities as defined by Governmental Accounting Standards Board Statement No. 45 (GASB 45) accounting rules. An Employer Account can also be established for the purpose of accepting Participant Account forfeitures due to a Participant's death or failure to meet vesting requirements, if any. An Employer Account is not required in order to receive forfeitures as described in paragraph 5. All forfeitures will be deposited into a general forfeiture account but may be subsequently transferred from the general forfeiture account into an Employer Account at the direction of the Employer.

- (a) Employer is not establishing any Employer Account.

or

- (b) Employer is establishing one or more Employer Accounts.

7. **Annual Compliance Certification.** The Employer acknowledges that the qualification of the HRA VEBA Standard HRA Plan as an integrated HRA Plan depends in part upon the Employer's compliance with the contribution restrictions under the Standard HRA Plan and described in paragraph 2(a) above. The Employer hereby agrees to execute and deliver herewith, and agrees to execute and deliver to the Trust annually, a certificate substantially in the form of Exhibit A hereto, as the same may be revised from time to time as required by law in order to maintain the qualification of the HRA VEBA Standard Plan as an integrated HRA Plan.

Employer Adoption Agreement—continued

IN WITNESS WHEREOF, the Employer has approved this Employer Adoption Agreement, as evidenced by the signature below of its authorized officer, to be effective when accepted by signature below on behalf of HRA VEBA Trust.

Employer
Name: _____

By: _____

Authorized signature

Printed name

Title

Date

Accepted by HRA VEBA Trust:

VEBA Service Group, a Division of Gallagher Benefit Services, Inc. on behalf of the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest.

By: Mark Wilkerson, Area President

Authorized signature

Date

SCHEDULE A:
FORMAL ACTION AND PLAN DESIGN DOCUMENTATION

Most items contained in this Schedule A require Employer to submit supporting documentation. The most common and preferred method of providing the required information is to simply attach ALL applicable excerpts from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc. that relate to the HRA VEBA Plans.

NOTE: After Employer completes and submits its Employer Adoption Agreement, Employer must complete and submit a Plan Design Change Form prior to the adoption and implementation of future changes. Future changes include adding new participating employee groups; adding new funding methods; changing existing funding methods; adding an Employer Account, etc. The required form is available online at www.hraveba.org, or it can be requested from your VSG client consultant when needed.

Also, when groups renew or ratify participation without making any changes, please send copies of such collective bargaining language or other documents to VSG. This will help keep current information on file for you.

PLAN ADOPTION

1. Formal Employer Action.

Attached to this Schedule A is a copy of the formal action taken by Employer to adopt the HRA VEBA Plans⁽¹⁾.

DESCRIPTION OF ELIGIBILITY PROVISIONS AND FUNDING METHODS

2. Participating Employee Groups. [check one only]

(a) Attached to this Schedule A (preferred method); or

(b) Set forth below

is information which lists the name(s) of all Employee group(s) currently eligible or becoming eligible to participate in the Plans pursuant to collective bargaining agreements, Employer policy, etc., whichever is applicable.

City of Astoria General/Parks Empee Group _____

⁽¹⁾ Formal Employer action is commonly a resolution or similar action (sample language available upon request), which is separate and apart from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc., that contain employee group-specific details such as funding methods and corresponding eligibility requirements. For renewing Employers, the Trust does not require any formal action; however, please provide copies of any such formal Employer action, if taken in connection with such renewal, in order for the Trust to maintain current records.

Schedule A—continued

3. Employer Contribution Methods and Eligibility Requirements. [check one only⁽²⁾]

(a) Attached to this Schedule A (preferred method); or

(b) Set forth below

is information which:

- (i) describes, by Employee group, the Employer contribution method(s) applicable to each; and
- (ii) defines the corresponding eligibility requirements.

⁽²⁾ In most cases, Employers select option 3(a) and supply the required information by attaching the cover page and ALL applicable excerpts from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc., which relate to the HRA VEBA Plans, and that contain clear descriptions of Employer contribution methods and corresponding definitions of eligibility.

If such documents do not exist, select option 3(b) and complete the table on the next page by entering the name, size, contribution method(s), and eligibility requirements for each participating employee group.

EXAMPLE:

Employee Group Name	Group Size (# of members)	Contribution Method(s)	Eligibility Requirement(s)
Bargaining Unit A	15	\$100/month mandatory employee contribution	All active employee group members
Bargaining Unit B	27	Sick leave & vacation leave cash out	All active employee group members who separate from service

Regardless of which option is selected, **option 3(a) or 3(b)**, Employer must attach copies of ALL language and documentation that describes the contribution formulas and eligibility definitions that provide the basis for its HRA VEBA contributions. For example, if an employee group's sick leave or vacation cash out amounts are being redirected to HRA VEBA in lieu of taxable income, ALL language and documentation which describes and defines the Employer's cash out program must be attached.

EMPLOYMENT AGREEMENT

by and between

CITY OF ASTORIA

GENERAL/PARKS EMPLOYEES GROUP

and

CHAUFFEURS, TEAMSTERS & HELPERS,

LOCAL 58

JULY 1, 2014 through JUNE 30, 2017

does not cover. Coverage ends should the retired employee die. The surviving eligible spouse and eligible dependents may continue self-paid benefits under COBRA legislation.

9.3 Life Insurance.

The City will maintain life insurance in the amount of fifty thousand dollars (\$50,000) for all regular and full-time employees in the bargaining unit. Spousal life insurance will be in the amount of five thousand dollars (\$5,000). Dependent life insurance will be five thousand dollars (\$5,000) for those dependents who are eligible. In every case, employee participation and benefits shall be as stated in and provided for by the insurance plan documents as revised periodically by the insurance company. The above described life insurance benefits may be reduced and may eventually become unavailable; this is described in the insurance plan documents. For example, once an employee reaches age 70 the life insurance benefit of \$50,000 is reduced by 35% to \$32,500.

9.4 Health Reimbursement Account

The parties will collaborate to establish HRA VEBA accounts for employees in the bargaining unit. Once the HRA accounts are established, the City will contribute on behalf of each bargaining unit employee three quarters of one percent (0.75%) of the employee's base wage per month for each month of City bargaining unit employment during the term of this Agreement from and after the first day/month of health insurance coverage through the Oregon Teamsters Employers Trust GW.

ARTICLE 10 – SENIORITY

10.1 Defined. Seniority is hereby defined to mean the length of continuous service in the bargaining unit from the employee's last date of regular hire. When making personnel assignments for the following: 1) holiday work; 2) overtime hours, and 3) shift hours; ability along with seniority, qualifications, and department efficiency will be considered.

10.2 Recall-Layoff. Regular employees shall be laid off in inverse order of hire within the classification he/she holds within a group of general/parks employees.

Groups are defined as: Finance Department, Public Works Engineering Office and Parks Maintenance; the last group being "Parks Recreation, Parks Office, Library, and Community Development Department".

In the event of a layoff or a reduction in work hours, notice of no less than fifteen (15) days will be given to employees the City intends to layoff or reduce work hours. If the City reduces its work force by layoffs or reduction in work hours, the reduction shall be made within each job classification within a group on the basis of seniority with the least senior employee being the first to be laid off. An employee subject to layoff/reduction in work hours shall have the right to displace employees in equal or lower paying job classifications within his/her group as long as the employee meets the minimum qualifications of the position. A probationary period of six (6)

Schedule A—continued

Complete the following table if option 3(b) is selected. When entering the required information, follow the example contained in footnote 2 on page 12.

Employee Group Name	Group Size (# of members)	Contribution Method(s)	Eligibility Requirement(s)

4. Vesting Requirements. [check one only]

- (a) All Employer contributions are 100% vested at all times (most common); or
- (b) Attached to this Schedule A; or
- (c) Set forth below

is information which includes a description, by Employee group, of any vesting requirements applicable to Participant Accounts which must be satisfied before a Participant becomes eligible to file claims for qualified expenses incurred on or after the date upon which the Participant becomes vested.

If vesting applies, Employer is responsible for tracking when an Employee becomes eligible to file claims after having met the Employer's vesting requirements and providing such notification to the Third-party Administrator. Notification shall include what percentage of the Participant's account balance is vested (e.g. 100% vested; 50% vested, 0% vested, etc.). A Participant Status Change Form for this purpose is required and is available online or can be requested from the Third-party Administrator.

Schedule A—continued

5. Automatic Enrollment for Certain Previously Enrolled Participants of Renewing Employers
[Applicable only for Renewing Employers who (a) previously adopted the HRA VEBA Plan prior to July 1, 2013 and (b) are adopting the Post-separation HRA Plan for the first time with this Adoption Agreement].

Attached to this Schedule A is a list of participants (“Initial Post-separation Participants”) who were enrolled in the HRA VEBA Plan prior to July 1, 2013, and for which the Employer wishes to establish a Post-separation HRA participant account upon initial adoption of the Post-separation HRA Plan. Upon receipt of this Adoption Agreement, the Trust will establish a participant account within the Post-separation HRA Plan for all Initial Post-separation Participants, and such participants will be automatically enrolled in the Post-separation HRA Plan. Thereafter, a Participant Enrollment Form will be required for any other participant who is added to the Employer’s contribution report for the Post-separation HRA Plan (whether or not such participant was enrolled prior to July 1, 2013).

[The remainder of this page is intentionally left blank.]

SCHEDULE B:
SUMMARY OF COMPLIANCE
REQUIREMENTS APPLICABLE TO HRAs

1. HSA Participation

- (a) Employees/participants can have both a health savings account (HSA) and a health reimbursement arrangement (HRA), such as HRA VEBA. But, for a participant or his or her spouse to become eligible to make or receive contributions to an HSA, the participant will need to elect limited purpose coverage.
- (b) If you currently make HSA contributions on behalf of eligible employees, you may want to consider offering HRA VEBA contributions in lieu of HSA contributions for employees who are ineligible for HSA contributions, such as those covered under their spouse's medical plan, health flexible spending account (FSA), etc.
- (c) Your VSG client consultant is available to help you determine what employee/participant educational communication may be warranted regarding HSA participation and coordination of benefits.

2. No Individual Choice

- (a) Applicable law governing the tax-exemption of the HRA VEBA Plans does not permit individual choice with regards to participation (eligibility) or contribution amounts. All employee group members defined as eligible (in Schedule A of this Employer Adoption Agreement) must participate. If an eligible employee refuses or fails to complete the required Enrollment Form, the employee may receive no other remuneration in lieu of the HRA contribution.
- (b) Indirect cafeteria plan funding is not permitted. This means an employee's salary reduction election cannot affect (increase) their HRA contribution. (IRS Notice 2002-45)

3. Form W-2 Reporting Requirements

- (a) Form W-2 reporting is not required for HRAs. This is not expected to change unless the IRS publishes further guidance. (IRS Notice 2012-9)

4. Summary of Benefits and Coverage Requirements

- (a) Newly-enrolling participants may access a Summary of Benefits and Coverage document on the HRA VEBA website (hraveba.org). The HRA VEBA Participant Enrollment Kit directs enrolling participants to the website, or they can contact the TPA and request a free, paper copy.

5. Medical opt-outs

- (a) Employers may not provide employees with HRA contributions to purchase individual medical plans in lieu of offering their employees an employer-sponsored group health plan. (HIPAA rules)
- (b) Employers may provide medical opt-out HRA contributions (*i.e.* contributions made for any employee who has elected to not participate in the employer's group health plan) only if (i) the employee is enrolled in another Qualified Group Health Plan (other than

Schedule B—continued

Medicare; see (d) below) or (ii) such contributions are directed only to the Post-separation HRA Plan. (HIPAA and PPACA rules)

- (c) The only medical opt-out HRA contributions that may be made to the Standard HRA Plan are those on behalf of employees who are covered under another Qualified Group Health Plan, not an individual policy.
- (d) Employers may not offer medical opt-out HRA contributions to employees age 65 or older, unless such employee has primary coverage other than Medicare. Medicare Secondary Payer (MSP) rules prohibit Employers from providing incentives to employees to drop employer-sponsored coverage, which would otherwise be primary to Medicare. (MSP rules)

6. PCORI Fee

- (a) Federal health care reform imposes the new Patient-Centered Outcomes Research Institute (PCORI) fee on all group health plans, including the HRA VEBA Plans, to fund clinical effectiveness research.
- (b) For the 2012-13 Plan year, the PCORI fee was \$1.00 per participant. The fee increased to \$2.00 per participant for the 2013-14 Plan year and may go up each year thereafter through the 2019-20 Plan year based on increases in the projected per capita amount of national health expenditures.

7. Annual Limit Restrictions under PHS 2711 (and related PPACA guidance)

- (a) The HRA VEBA Standard HRA Plan has been re-designed to be exempt from the annual limits restrictions under PHS 2711, as an HRA plan that is integrated with another group health plan. To qualify as an integrated HRA plan, the HRA VEBA Standard HRA Plan may accept only contributions (i) made on behalf of employees who are enrolled in a Qualified Group Health Plan or (ii) that are approved by the Trust as “grandfathered” contributions under PPACA and applicable PPACA regulations and regulatory guidance. Contributions that do not qualify for the Standard HRA Plan will be accepted into the Post-separation HRA Plan.
- (b) The HRA VEBA Post-separation HRA Plan is designed to be exempt from the annual limits restrictions under PHS 2711, as an HRA plan that provides benefits to former employees only after retirement or other separation from service from the Employer. The HRA VEBA Post-separation HRA Plan may accept contributions for any participant, including participants who are not enrolled in a Qualified Group Health Plan.

EXHIBIT A
**ANNUAL EMPLOYER CERTIFICATION REGARDING
HRA INTEGRATION WITH A QUALIFIED GROUP PLAN**

The undersigned, a duly authorized officer of the Employer named below, hereby certifies the following on behalf of such Employer:

- (a) The Employer has previously adopted and made contributions into the Voluntary Employees' Beneficiary Association Standard Health Care Reimbursement Plan For Public Employees in the Northwest (also referred to as the "HRA VEBA Standard HRA Plan") offered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (as the same may be amended or restated from time to time, the "Trust")
- (b) The Employer will make contributions into the HRA VEBA Standard HRA Plan only (i) on behalf of participants who are enrolled in the Employer's group health plan or another Qualified Group Health Plan that provides Minimum Value (as described in "What is a Qualified Group Health Plan?" attached hereto) or (ii) during the period after December 31, 2012 but before January 1, 2014 if such contributions are approved by the Trust (or its designee) as permitted or "grandfathered" contributions under PPACA and applicable PPACA regulations and regulatory guidance; and
- (c) To the extent Employer makes contributions into the HRA VEBA Standard HRA Plan on behalf of any participants, the Employer will, at least annually, either (i) confirm that such participants are enrolled in the Employer's group health plan or (ii) require such participants to certify to the Employer that they are enrolled in a Qualified Group Health Plan for the applicable HRA Plan year; and
- (d) The Employer will use its best efforts to assist the Trust and the Third-party Administrator to correct or reverse any contributions made into the HRA VEBA Standard HRA Plan that are not permitted under the Standard HRA Plan document.

IN WITNESS WHEREOF, the Employer has caused this Annual Certification to be executed and delivered, as evidenced by the signature below of its authorized officer.

Employer
Name: _____

By: _____
Authorized signature Printed name

Title Date

RESOLUTION NO. 15_____

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT
OF THE HEALTH REIMBURSEMENT ARRANGEMENT/VOLUNTARY EMPLOYEES'
BENEFICIARY ASSOCIATION ("HRA VEBA") PLANS**

WHEREAS, the Internal Revenue Code Section 501(c)(9) allows for the creation of a voluntary employees' beneficiary association which is a tax-exempt health and welfare trust; and

WHEREAS, IRS regulations and guidelines allow an employer to offer health reimbursement arrangement (HRA) plans; and

WHEREAS, such HRA plans are available to governmental employers in the Northwest; and

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and will administer two HRA VEBA plans (collectively the "Plans") as amended and restated: the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and which shall accept Employer contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan**, which shall accept contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires; and

WHEREAS, the City of Astoria has determined that it is in the best interest of the Employer and its employees to establish the Plans, which provide tax-free, defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and

WHEREAS, the Employer desires to establish the Plans for its employees; and

WHEREAS, the Employer desires to use the services of the Trust to administer such Plans; and

WHEREAS, the Plans will be administered in accordance with the Plan documents provided by the Trust on file in the Employer's main office.

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

Section 1. Effective April 1, 2015, the Employer hereby elects to participate in the Plans and Trust as presently constituted or hereafter amended using the Trust as its plan administrator for the benefit of eligible employees as defined by Employer policies or collective bargaining agreements.

Section 2. The Plans will be funded with Employer contributions in amounts determined from time to time pursuant to Employer policies and collective bargaining agreements.

Section 3. The Director of Finance and Administrative Services is authorized to execute documents and establish procedures consistent with Plan and Trust provisions and applicable Employer policies and collective bargaining agreements necessary to effect the adoption and administration of the Plans.

Section 4. Effective Date. This Resolution is effective on the date of its passage.

ADOPTED BY THE CITY COUNCIL THIS 6TH DAY OF APRIL, 2015.

APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL, 2015.

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA
POLICE DEPARTMENT

April 6, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ODOT INTERGOVERNMENTAL AGREEMENT – COMMERCIAL VEHICLE
DRIVER/CARGO INSPECTION

DISCUSSION/ANALYSIS

For several years the Astoria Police Department had a cooperative agreement with the Oregon Department of Transportation (ODOT) for purposes of commercial vehicle driver and cargo inspections. The Oregon Revised Statutes do not grant authority for police officers to conduct commercial vehicle driver and cargo inspections ensuring compliance of commercial drivers and vehicles with administrative laws, Federal guidelines, Federal laws, and the Oregon Revised Statutes. Of these categories of law, only Oregon Revised Statutes can be enforced by police officers under their statutory authority. The Oregon Revised Statutes allow units of government to enter into agreements as “authorized representatives” of ODOT who does have statutory authority to conduct commercial vehicle inspections and act under their authority. This Intergovernmental Agreement (IGA) allows for this designation of “authorized representative” and allows officers, who have been trained as truck inspectors, to continue to conduct truck inspections.

In past years ODOT has provided grant funding to reimburse the Department for activities pursued under this relationship. Those funds are not available this year. ODOT did not renew funding for local agencies. All truck inspection activity will now take place during routine patrol activities and not on overtime. This will reduce the number of inspections conducted; however, this agreement will allow us to continue to conduct the inspections we are able to carry out.

The City Attorney has reviewed this IGA and determined that it can be signed by the Police Chief if authorized by the City Council.

RECOMMENDATION

Staff recommends that Council approve entering into the IGA with ODOT and authorize the Police Chief to sign the IGA.



Brad Johnston
Chief of Police / Assistant City Manager

**INTERGOVERNMENTAL AGREEMENT
Commercial Vehicle, Driver and Cargo Inspection**

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 "ODOT," and the THE CITY OF ASTORIA, by and through its Police Department, hereinafter referred to as "APD," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into Agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. APD wishes to have a certain number of its employees become an "authorized representative" for purposes of ORS 825.250(2).
4. The purpose of this Agreement is to effectively administer the applicable terms and conditions contained in Moving Ahead for Progress in the 21st Century Act (MAP-21), a federal-aid program of the Federal Highway Administration (FHWA).

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. ODOT and APD wish to enter into this Agreement in order to maximize the utilization of commercial vehicle, driver, and cargo inspection resources; to avoid duplication of effort; to expand the number of inspections performed; to advance uniformity of inspection; and to minimize delays in schedules incurred by industry inherent to this type of enforcement activity, hereinafter referred to as "Project."
2. Each Party will be responsible for their own costs associated with Project.
3. ODOT and APD agree that their authorized inspection representatives, certified as commercial vehicle inspectors by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
4. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) years from the date of execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
5. In order to advance international uniformity in the inspection of commercial motor vehicles, their drivers, and cargo, ODOT and APD agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the:

Commercial Vehicle Safety Alliance (CVSA)

Part I - North American Uniform Inspection Driver
Out-of-Service Criteria

Part II - North American Uniform Inspection Vehicle
Out-of-Service Criteria

Part III - North American Uniform Inspection Hazardous
Material Out-of-Service Criteria

6. The above standards are adopted into Oregon law by ODOT under Oregon Administrative Rules (OAR):

OAR 740-100-0090, Part I - Driver.

OAR 740-100-0070, Part II - Vehicle.

OAR 740-100-0080, Part III - Hazardous Materials.

ODOT OBLIGATIONS

ODOT agrees, at no cost to APD, to perform the following work:

1. Train and/or retrain inspection resources employed by APD when such training or retraining is mutually agreed to by the Parties to this Agreement; test and certify inspectors in accordance with agreements between ODOT, Oregon Department of Public Safety Standards and Training, and, as applicable, CVSA.
2. Supply vehicle and driver out-of-service stickers.
3. Supply monitoring service relative to inspection write-up techniques and violations recorded; inspection procedures, application of Motor Carrier Safety Regulations and Out-of-Service Criteria required by the Federal Motor Carrier Safety Assistance Program (MCSAP) and ORS 810.560.
4. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in MAP-21 and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies.
5. The Manager of Field Motor Carrier Safety Enforcement at the Motor Carrier Transportation Division, is ODOT's contact person for purposes of administering this Agreement, phone (503) 373-1979.

APD OBLIGATIONS

The APD agrees, at no cost to ODOT, to perform the following work:

1. Ensure that all personnel who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560.
2. As a matter of general policy, inspection levels shall be defined by ODOT.

ODOT/APD
Agreement No. 30587

3. Inspections may be initiated only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
4. Roadside inspections will be conducted at locations that are adequate to protect the safety of drivers and enforcement personnel.
5. No inspection activity shall take place at a motor carrier's terminal unless such inspection has been authorized by ODOT.
6. When performing inspections as described herein, said inspections shall be documented on forms provided by ODOT. Whenever possible, inspections shall be conducted electronically using ASPEN™ software provided by ODOT.
7. Completed inspection documents shall be forwarded to ODOT within five (5) days of the date of inspection for processing and final compliance.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
 - d. 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 if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, APD 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.

6. Both Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all cost 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. All employers, including APD, 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. APD shall ensure that each of its contractors complies with these requirements.
8. 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 ODOT or APD 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.
9. With respect to a Third Party Claim for which ODOT is jointly liable with APD (or would be if joined in the Third Party Claim), ODOT 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 APD in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of APD 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 ODOT on the one hand and of APD 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. ODOT'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 ODOT had sole liability in the proceeding.
10. With respect to a Third Party Claim for which APD is jointly liable with ODOT (or would be if joined in the Third Party Claim), APD 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 ODOT in such proportion as is appropriate to reflect the relative fault of APD on the one hand and of ODOT 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 APD on the one hand and of ODOT 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. APD '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.

ODOT/APD
Agreement No. 30587

11. 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.
12. 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.
13. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

CITY OF ASTORIA by and through its Police Department

By _____

Date _____

APD Contact:

Chief Brad Johnston
City of Astoria
555 30th St
Astoria, OR 97103
bjohnston@astoria.or.us
(503) 298-2540

STATE OF OREGON, by and through its Department of Transportation

By _____

Manager, Motor Carrier,
Investigations/Safety/Federal Programs Section

Date _____

APPROVAL RECOMMENDED

By _____
Fiscal Officer, Motor Carrier Administration

Date _____

ODOT Contact:

Paul Kroll, Fiscal Officer, Motor Carrier
Administration
PUC Building
3930 Fairview Industrial Dr SE
Salem, OR. 97302
(503) 378-6204
Paul.A.KROLL@odot.state.or.us



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 30, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **BPA LAND USE AGREEMENT**

DISCUSSION/ANALYSIS

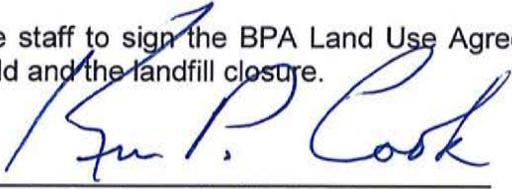
A portion of work associated with development of CMH Field and closure of the landfill required use of Bonneville Power Administration (BPA) easement area. Their easement encompasses a critical portion of the area used to improve sight distance at the entrance, area used for construction of new water, storm and sanitary sewer infrastructure, and the south slope of the landfill cap.

City Staff coordinated closely with BPA during construction, but due to a clerical error the Land Use Agreement (which specified the work to be completed within the BPA easement) is being processed after completion of the work. The City Attorney has reviewed the agreement.

RECOMMENDATION

It is recommended that City Council authorize staff to sign the BPA Land Use Agreement for work associated with development of CMH Field and the landfill closure.

Submitted By



Ken P. Cook, Public Works Director

Prepared By:



Nathan Crater, Assistant City Engineer



Department of Energy

Bonneville Power Administration
P.O. Box 491
Vancouver, Washington 98666-0491

TRANSMISSION SERVICES

March 16, 2015

In reply refer to: TERR-3
Case No. 20140135

Tract Nos.: SJ-A-46-X-628; SJ-A-46-627,629,630,632
Line Name: Longview- Astoria No.1 (Oper as Allston-Astoria No.1)
Stationing: 1937+62- 1948+ 00

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

City of Astoria
Attn: Nathan Crater
1095 Duane St
Astoria, OR 97103

Dear Mr. Nathan Carter:

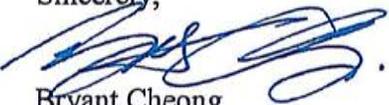
This letter is in reference to your application to use Bonneville Power Administration's (BPA) transmission line right-of-way for the installation and maintenance of a driveway and underground water and sewer pipelines.

Enclosed are two copies of the Land Use Agreement citing the conditions under which your use of the right-of-way is authorized. Please sign one copy and return it to this office. The second copy is for your records, until a fully executed copy is returned to you. If BPA does not receive a signed copy of this agreement within 30 days, the agreement will be null and void.

You and anyone working on this project must be familiar with and aware of the conditions contained in this agreement as some of them pertain to safety issues. Accordingly, a copy of this agreement shall be physically located on the project during construction activities.

If you have any questions, please feel free to contact me at 503-230-4696, or by email at bjcheong@bpa.gov.

Sincerely,


Bryant Cheong
Realty Technician

Enclosure

BPA COPY

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
PO Box 3621
Portland, OR 97208**

A portion of Government Lot 5 in Section 17; Block 1 and 2 of Williamsport Addition to the City of Astoria in Section 16, all in Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, State of Oregon as shown on Exhibit A. (Affects APN 25756, 24864, 24865, 25757)

3/16/2015

In reply to: TERR-3
BPA Case No. 20140135

Tract No. SJ-A-46-X-628; SJ-A-46-A-627,629,630,632
Line Name: Longview- Astoria No.1 (Oper As Allston-Astoria No. 1)
Stationing: 1937+62- 1948+00

Nathan Crater
City of Astoria
1095 Duane St
Astoria, OR 97103

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a driveway and underground water and sewer pipelines.

A portion of Government Lot 5 in Section 17; Block 1 and 2 of Williamsport Addition to the City of Astoria in Section 16, all in Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, State of Oregon as shown on Exhibit A.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA. This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

**BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO
THE FOLLOWING CONDITIONS**

1. BPA has identified counterpoise (grounding wire) located in the vicinity of your proposed project. In order to maintain the functionality of this system, every effort needs to be made to ensure that this is not broken or damaged. Should counterpoise be dug up, exposed, or broken during your construction activities, you need to contact our office immediately so that arrangements can be made to have it repaired.
2. Maintain a minimum distance of at least 20 feet between your facilities and the transmission line conductors (wires).
3. Maintain a minimum distance of at least 25 feet between your facilities and the transmission line structures except, as agreed to as shown on BPA Exhibit(s).
4. To ensure safety of workers and uninterrupted operation of transmission lines, applicant shall employ a BPA approved safety watcher during construction activities occurring under the conductors (wires) or lifting of equipment that may come in contact with the conductors (wires). Please contact BPA for a current list of BPA approved Safety Watchers.
5. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA structure or guy anchor ground attachment point.
6. No storage of flammable materials or refueling of vehicles or equipment on BPA property.
7. Grade change of overburden shall be allowed on the BPA right-of-way. From the excavation buffer zone, a slope in the ratio of 2:1 (Horizontal: Vertical) or less shall be maintained.

8. Vegetation shall not exceed 5 feet in height, obstruct access to structures, or be planted within 50 feet of any structure. Any vegetation exceeding the height or obstruction limitation may be removed by BPA.
9. Design and build the pipelines constructed within the BPA's Right-Of-Way to withstand HS-20 loading for BPA's heavy vehicles.
10. Bury and maintain the pipeline to a depth of 36 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
11. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
12. You are required to provide an approach off each side of the road wide enough to turn into BPA's access road. Each approach must be a minimum of 16-feet wide.
13. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock. It is suggested that road building/construction equipment be grounded with a drag chain.
14. Because smoke is a conductor, NO brush piles or burning on the right-of-way is allowed. Electricity traveling down the smoke could potentially cause a deadly situation for anyone standing on or near the point where the electricity contacts the ground.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Construction/installation, use, and maintenance of the driveway and underground water and sewer pipe shall be at no cost to BPA.

BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland, OR 97208, or by telephoning Jill Nystrom at 1-800-836-6619 or directly at 503-230-5589.

A copy of this agreement shall be physically located at the project during construction activities.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:

Owners Name

Date

THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:

Jill Nystrom
Realty Specialist

Date

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of _____)
County of _____) ss

On this ____ day of _____, 20__, before me personally appeared _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / her) voluntary act and deed for the uses and purposes therein mentioned.

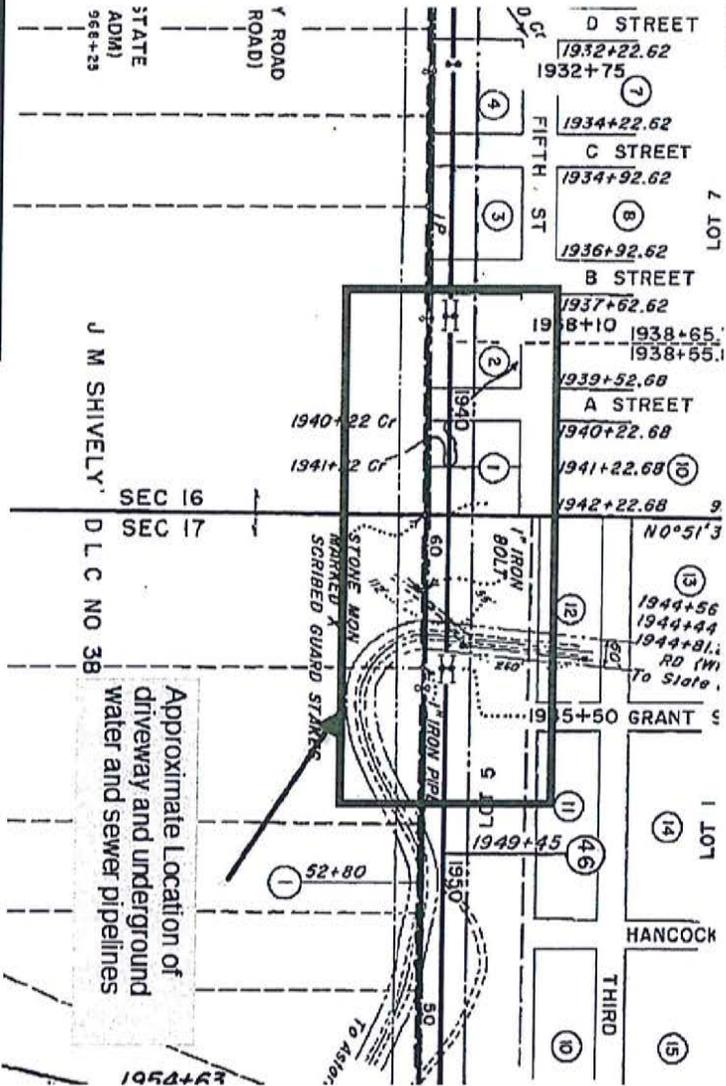
Notary Public in and for the State of _____
Residing in _____
My commission expires _____

State of _____)
County of _____) ss

On this ____ day of _____, 20__, before me personally appeared _____, known to me, or proved to me on the basis of satisfactory evidence, to be a **Field Realty Specialist for the Bonneville Power Administration** whose name (he / she) subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / hers) voluntary act and was authorized to execute said instrument in such official or representative capacity.

Notary Public in and for the State of _____
Residing in _____
My commission expires _____

SECS 16 & 17 T8N R9W W3M
CLATSOP COUNTY, OREGON



Approximate Location of
driveway and underground
water and sewer pipelines

EXHIBIT A
City of Astoria
CASE NO. 20140135
TRACT NO. SJ-A-46-X-628; SJ-A-46-A-627, 629, 630, 632
APN: 25756, 24864, 24865, 25757
PORTION OF BPA DRWG NO. 110746
Longview-Astoria No.1 (OPER AS Allston-Astoria No.1)

REDRAWN FROM EXISTING INFORMATION
NEW ACCESS ROADS ADDED
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
REDAUNTING, ASTORIA, OREGON

LONGVIEW - ASTORIA NO. 1
115 KV TRANSMISSION LINE
LONG MILE 46 FROM LONGVIEW (5290')

DATE	BY	SCALE
2-29-59	W. B. ...	46' = 1" / 47'

OPER AS MILE 42 ALLSTON - ASTORIA NO. 1



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 1, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

**SUBJECT: SUPPLEMENTAL BUDGET RESOLUTION DISTRIBUTING
RESOURCES TO CLOSE HOUSING REHABILITATION FUND (HRF)**

DISCUSSION/ANALYSIS

At the December 3, 2014 Council meeting Council agreed to transfer the resources of the Housing Rehabilitation Fund (HRF) to the Community Action Team (CAT) and to close the HRF. A resolution is required at this meeting for Council to authorize the distribution of resources and to officially close the HRF.

The background memo for the December 3, 2014 meeting explained that there are two resources for the CAT rehabilitation program. Program income represents loan receivables and cash that need to be held by CAT and rolled over into new loans by CAT when funds are collected. Miscellaneous income represents loan receivables and cash that no longer have federal program status. There are no requirements for the use of miscellaneous income resources. A copy of the December 3, 2014 memo is attached.

The agreement approved by Council on December 3, 2014 stipulates that the City will distribute the program income receivables in the amount of \$264,429.38 and past cash collections of \$28,595.12 to CAT to continue to assist low to moderate income households with home rehabilitation services.

Since there are no requirements attached to the miscellaneous income resources of the Housing Rehabilitation Fund, the attached resolution provides that the related receivable of \$168,217.07 would be allocated to the Capital Improvement Fund. This receivable represents the balances of the loans outstanding attributable to this rehabilitation program. Proceeds collected over time as the related loans are paid off would become a resource of the Capital Improvement Fund. The attached resolution provides that the remaining cash resource of \$31,341.37 related to the miscellaneous income would be allocated to the Public Works Improvement Fund for the purpose of reducing the balance of the loan related to the landfill closure project. Using this resource to reduce the balance of the landfill loan will reduce the annual payments on this loan over the next five years. Since the payments on this loan are financed by a combination of Recology rents

in the General Fund and resources of the Public Works Improvement Fund, this will reduce the amounts needed from these funds to make the annual payments.

RECOMMENDATION

It is recommended that Council approve the attached resolution that allocates program income receivables in the amount of \$264,429.38 and past cash collections of \$28,595.12 to CAT, miscellaneous income receivables of \$168,217.07 to the Capital Improvement Fund and the miscellaneous income cash resource of \$31,341.37 to the Public Works Improvement Fund.

By: 

John Snyder, Financial Analyst

Resolution No. 14-

A RESOLUTION CLOSING THE HOUSING REHABILITATION FUND.

WHEREAS, the Astoria City Council agreed at its December 3, 2014 to distribute resources to the Community Action Team (CAT) and to close the Housing Rehabilitation Fund and,

WHEREAS, the program income receivables and cash are \$264,429.38 and \$28,595.12, respectively to be distributed to CAT for a total of \$293,024.50,

WHEREAS, the miscellaneous income receivables are \$168,217.07 to be distributed to the Capital Improvement Fund,

WHEREAS, the miscellaneous income cash is \$31,341.37, to be distributed to the Public Works Improvement Fund to reduce the loan balance related to the landfill closure,

WHEREAS, these distributions are required to close the Housing Rehabilitation Fund,

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

Resources	Amount
Beginning Fund Balance	\$ 59,767.76
Accounts Receivable	432,646.45
Interest Earnings	<u>168.73</u>
Total Resources	\$492,582.94
<u>Requirements</u>	<u>Amount</u>
Distribution Community Action Team	\$293,024.50
Distribution Capital Improvement Fund	168,217.07
Distribution Public Works Improvement Fund	<u>31,341.37</u>
Total Distributions	<u>\$492,582.94</u>

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2015.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2015.

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

December 3, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER PRO TEM

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

DISCUSSION/ANALYSIS

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

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

As indicated above, the outstanding loan balances relating to the loans made over the years fall into two (2) different categories designated as "Miscellaneous Income" and "Program Income" based on whether grants were made before or after 1993. "Miscellaneous income" proceeds relate to grants made before 1993. Loans repaid from these pre-1993 grants lose the federal requirements attached to the original grants. Since there are no requirements for the use of this resource, "Miscellaneous Income" can be used by the City for its own purposes.

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

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

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

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

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

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

RECOMMENDATION

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

By: _____


John Snyder, Financial Analyst



March 20, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) FOR CONTINUATION OF LIBRARIES ROCC! INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF ASTORIA, SEASIDE AND WARRENTON FOR COOPERATION IN THE PROVISION OF LIBRARY SERVICES

DISCUSSION / ANALYSIS

Since 2010, the Astoria City Council has authorized Library staff to participate in a grant program referred to as Libraries ROCC! Rural Outreach to Clatsop County. Partners and collaborators included the school districts of Astoria, Jewell, Knappa, Seaside and Warrenton, the Northwest Regional Education Service District, Clatsop County, and the public libraries of Astoria, Seaside, and Warrenton.

The Seaside, Warrenton, and Astoria libraries want to continue building upon the successes of five years of grant funding through multiple avenues that include the IGA. These successes include SAWS, the Seaside-Astoria-Warrenton Share, in which the city libraries shared 2,257 items from their respective collections. At an average cost of \$15.00 per item, having to purchase these titles would have cost \$33,855.00.

The grant paid half the cost of moving Astoria's operating software to a cloud based technology infrastructure, which facilitated sharing through an improved alignment with Seaside Library's operating software. Cloud technology also eliminated Astoria's need to purchase expensive servers every five to seven years.

Additionally, Libraries ROCC grant funds improved access to reading and educational opportunities in five school districts, strengthened the children's collections in each public library, and built upon the work of local educators to reduce socio-economic and geographic barriers through the advantages of public library access. Jointly sharing collections, planning a strong Summer Reading program and supporting library cards for children in Clatsop County ages birth through nineteen enabled the Seaside, Warrenton and Astoria libraries to:

- Provide five years of weekly courier service to the public libraries.
- Conduct 695 outreach meetings/programs with 28,845 children and adults attending.
- Circulate more than 69,000 items to ROCC card holders.
- Engage in economies of scale.
- Benefit from the professional development of working together with partners and collaborators.

To continue these activities and leverage the work of the past five years, the library directors understand they will need to seek community and corporate donations to support ROCC library cards and summer programs and to establish an endowment fund.

The financial impact of this IGA for the City of Astoria is estimated at \$850 a year for mileage and staff time to continue courier service. Courier service enables the libraries to continue sharing collections. This cost may be reduced if a pending Oregon Community Foundation grant submitted by the Seaside Library is awarded and a grant paid Outreach Coordinator is able to assist with courier service.

Any party may discontinue participation with a 90 day notice. This IGA is expected to be reconsidered annually.

RECOMMENDATION

It is recommended that Council approve and authorize the City Manager and Mayor to sign the Intergovernmental Agreement between the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

By: _____
Jane Tucker, Director, Astoria Public Library

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITIES OF ASTORIA, SEASIDE AND WARRENTON
FOR COOPERATION IN THE PROVISION OF LIBRARY SERVICES**

This Intergovernmental Agreement (Agreement) is between the Cities of Astoria, Seaside and Warrenton (cities), municipal corporations of the State of Oregon. Each city has a library and by this Agreement will cooperate in the provision of library services within Clatsop County. This Agreement is effective on _____, 2015.

Findings

- A. The cities each have the legal authority to enter into this Agreement.
- B. The cities have legal authority under ORS Ch. 190, to enter agreements for intergovernmental cooperation for the performance of any function that one party to the agreement has the authority to perform.
- C. The cities each have Library Directors who are authorized to implement and administer this Agreement.
- D. The cities each deem it in the best interests of each governmental entity to cooperate in the provision of library services according to the following terms and conditions:

Agreement

1. There will be courier services amongst the three cities. Inter-library courier services will continue and beginning on July 1, 2015 the costs of the service will be shared equally by the three cities.

2. The cities will provide for interlibrary catalog access. Each city will maintain its own system and automated interconnectivity with the other libraries will be maintained by each city. It is advised that the libraries strive to use the same system for the sake of efficiency.

3. Patrons of any of the three libraries will have the right to borrow materials from all three libraries' circulation collections. Each city will maintain its own collections and will endeavor to continue to fund library services at no less than the current level. Over the first three-years of this Agreement data will be accumulated and the cities will strive for parity of services.

4. Together, each city will provide library cards for all children age 0-19 in Clatsop County.

5. The cities will jointly plan and operate a summer reading and library outreach program for children in Clatsop County.

6. Cities agree to strive for the establishment of an independent foundation whose purpose is the on-going funding support of the reading outreach program.

7. The cities agree that the Friends of the Seaside Library (FOSL) will be the fiscal agent for donations designated for the reading outreach program. If the FOSL is unable to serve, the Library Directors may agree on another fiscal agent.

8. This Agreement will be administrated and implemented by the Library Director of each city.

9. The cities will annually review this Agreement and perform a cost analysis of the library services covered.

10. Any city may terminate this Agreement with no less than 90-day written notice to each other city.

11. Notices under this Agreement may only be given in writing by personal delivery or mailing, postage prepaid as certified mail, to the addresses below, or such other address as provided by any party. Any notice so addressed and mailed is deemed received five days after date postmarked.

City of Astoria: Library Director.
Astoria, OR 97103

City of Seaside: Library Director
Seaside, OR 97138

City of Warrenton Library Director
Warrenton, OR 97146

11 As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each city agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each city is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.

12. Each city agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

13. Each city agrees to give the other cities immediate written notice of any legal action filed or any claim made against it that may result in litigation in any way related to this Agreement.

14. This Agreement may be amended by mutual agreement of the three cities. Any amendment must be in writing, must refer specifically to this Agreement, and becomes effective when executed by all three cities.

15. This document contains the entire agreement between the cities on this subject.

16. If any one or more of the provisions of this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of its remaining provisions is not affected or impaired.

17. By signature below, the cities certify that the individuals listed in this document as representatives are authorized to act to bind their city to this Agreement.

18. This Agreement may be executed in counterparts and any one of which will constitute the agreement between the cities.

The cities have executed this Agreement by the dates set forth below.

City of Astoria

City of Seaside

City of Warrenton

A handwritten signature in cursive script, appearing to read "Brent Luteck", is written over a horizontal line.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 27, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LIQUOR LICENSE APPLICATION

Discussion & Analysis

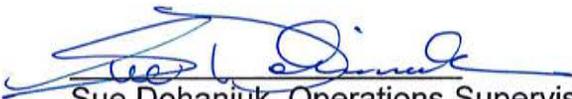
A liquor license application has been filed by Inferno Lounge LLC doing business as Inferno Lounge. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. The site is located at 77 11th Street, Astoria and the application will be considered at the April 6, 2015 meeting. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,


Sue Dohaniuk, Operations Supervisor
Finance Department



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

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

ACTIONS

- Change Ownership
New Outlet
Greater Privilege
Additional Privilege
Other

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
Corporation
Limited Liability Company
Individuals

CITY AND COUNTY USE ONLY

Date application received: 3/4/15

The City Council or County Commission: City of Astoria

recommends that this license be:

- Granted
Denied

By: (signature) (date)

Name: Brett Estes

Title: City Manager

OLCC USE ONLY

Application Rec'd by: [signature]

Date: 3/4/2014

90-day authority: Yes No

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

1. Inferno Lounge LLC
2.
3.

2. Trade Name (dba): INFERNO LOUNGE

3. Business Location: 77 11TH ST ASTORIA CLATSOP OR 97103

4. Business Mailing Address: 990 ASTOR ST ASTORIA OR 97103

5. Business Numbers: 503 791 1786 503 325 2286

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

7. If yes to whom: Type of License:

8. Former Business Name:

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

10. What is the local governing body where your business is located? CITY OF ASTORIA

11. Contact person for this application: RICHARD EWING 503 791 1786
682 33rd St Astoria 503-325-2286 RichardEwing43@gmail.com

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

Applicant(s) Signature(s) and Date:

1. [Signature] Date 2/18/2015
2. Date

Stephen C. Allen
Certified Public Accountant, P.C.

February 28, 2015

Oregon Liquor Control Commission

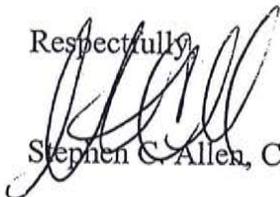
Re: Richard Ewing DBA, Inferno Lounge, LLC
Liquor License Application

To whom it may concern,

This letter is part of Rich Ewing's OLCC application. My wife and I own Pier 11 which houses the space that Rich will operate as Inferno Lounge. We have a lot of faith in Rich's abilities to operate this business and expect him to be a very successful business person and liquor license operator. To that end we are offering to loan him up to \$30,000.00 in the form of a demand loan. I am writing this letter to further state that Karen and I will not have any ownership in Inferno Lounge and will not take any profits from it or be involved in any of the management decisions.

If you do need any further information, please write back to me.

Respectfully,



Stephen C. Allen, CPA



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Interno Lounge LLC

Applicant Name: _____ Phone: 503-791-1786

Trade Name (dba): Interno Lounge

Business Location Address: 77 11th St.

City: Astoria ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 4 pm to 2 AM
Monday 4 pm to 2 AM
Tuesday 4 pm to 2 AM
Wednesday 4 pm to 2 AM
Thursday 4 pm to 2 AM
Friday 4 pm to 2 AM
Saturday 4 pm to 2 AM

Outdoor Area Hours:

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

The outdoor area is used for:

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

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday 4 pm to 2 AM
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
Lounge: 30-35 Other (explain): _____
Banquet: _____ Total Seating: _____

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

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

Applicant Signature: *Rich Arviz* Date: 2/18/2015



March 25, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
 FROM:  BRETT ESTES, CITY MANAGER
 SUBJECT: RESOLUTION AMENDING FEE SCHEDULES FOR OCEAN VIEW CEMETERY AND BUILDING DIVISION

DISCUSSION/ ANALYSIS

Ocean View Cemetery

On March 6, 2015 the Astoria City Council requested that the Parks and Recreation Department prepare an amended fee schedule for services provided at Ocean View Cemetery. This direction came after a Special City Council meeting held at the Cemetery to study its history, operations, and challenges. During the meeting the Council viewed a presentation, toured the grounds, received community feedback, and discussed how to overcome current and future challenges facing the Cemetery. Fees for services at Ocean View Cemetery have fallen behind the national, state, and local standards. As a result the costs of services at Ocean View Cemetery are greater than the fees charged for those services. This fee increase will begin closing the gap between fees charged for services vs the cost of services. The fee increase will also provide an opportunity for additional grounds maintenance at Ocean View Cemetery. It is proposed that fees be increased by 40% effective April 7, 2015 through June 30, 2015, and then be increased an additional 10% for Fiscal Year 2015-2016. The fee amounts are shown below:

	<u>Current</u>	<u>FYE 2015 Effective 4/7/2015 40% Increase</u>	<u>FYE 2016 Effective 7/1/2015 10% Increase</u>
<u>Graves-Ground Only (w/perpetual care)</u>			
Infant/Child plots	\$125	\$175	\$ 193
Block 68, Cremation only	\$230	\$322	\$ 354
All other blocks	\$690	\$966	\$1063
<u>Interments</u>			
Adult (opening and closing)	\$690	\$966	\$1063
Cremation	\$345	\$483	\$ 531
Cremated remains (Saturdays)	\$100	\$140	\$ 154
Adult, Saturdays	\$200	\$280	\$ 308
Late funerals (after 3:00 pm) add'l/hr	\$ 40	\$ 56	\$ 62

<u>Ocean View Cemetery (cont'd)</u>		FYE 2015 Effective 4/7/2015	FYE 2016 Effective 7/1/2015
	<u>Current</u>	<u>40% Increase</u>	<u>10% Increase</u>
<u>Disinterment</u>			
Adult	\$325	\$455	\$ 501
Child under 7	\$250	\$350	\$ 385
Cremated remains removed	\$100	\$140	\$ 154
<u>Liner and Installation</u>			
Liner Fee	\$200	\$280	\$ 308
<u>Monument/Marker Permits</u>			
Monument Permit (Not over 62" in length)	\$120	\$168	\$ 185
Marker Permit-Double (2 people)	\$100	\$140	\$ 154
Marker Permit-Single Marker	\$ 80	\$112	\$ 123
Marker Permit-Veteran	\$ 40	\$ 56	\$ 62
Marker Permit-Baby grave cover	\$ 50	\$ 70	\$ 77

Director Cosby also proposes increasing the fees by 10% every fiscal year beginning 2016 to fiscal year ending 2022.

Building Division

As a part of implementing the ePermitting building permit program in the City, the State of Oregon Building Codes Division reviewed the current fee schedules for conformance with the epermitting program software. In March 2014, Council approved a resolution to amend the fees to conform to current State policy; however, the Building fees revision adopted by the City Council at their March 24, 2014 meeting needs to be further edited to conform to the epermitting program and meet statutory requirements. The Building Code Division notified the City recently on these further edits. In the implementation of the ePermitting program through the Oregon Building Codes Division it was discovered that our City Building fee schedule table was not compatible with the electronic permitting program and that our fee table formats needed to be adjusted to make them compatible with the system software. As such, a minor edit was done to move the ending dollar amount point from the lower tables up to being the starting point for the next higher fee column. The difference is very minor in nature and will have no significant impact on the fees charged as they were previously approved by council. This change is required to in order to conform to State of Oregon consistent fee methodology rules and to make the financial software for the ePermitting program function as intended. The current Building Division fees are in green and the proposed fees are in red:

MECHANICAL PERMIT FEES	
Fee Description	Fee
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	\$75.65 .00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$243.80 244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$404.70 390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$619.20 565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

PLUMBING PERMIT FEES	
Medical Gas System 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.	
\$1 - \$2,000	\$65.00 minimum
\$2,001 - \$25,000	\$75 65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$243.80 244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$404.70 390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$619.20 565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

STRUCTURAL PERMIT FEES	
Building Permit Fees: 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.	
Use total value of construction work determined above to calculate the Building Permit Fee below:	
\$1 - \$2,000	\$65.00 minimum fee
\$2,001 - \$25,000	\$140 65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$352.00 307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$549.00 504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$813.20 768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof
<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>	

RECOMMENDATION

It is recommended that Council adopt this Resolution amending the current fees and implementing the new fees for both Ocean View Cemetery and the Building Division.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

By: _____
Jack Applegate, Building Official/
Code Enforcement Officer

RESOLUTION NO. 15-_____

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

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

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

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

INDEX

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

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

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

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

Section 6. Repeal. Resolution No. 05-01 adopted January 18, 2005 and Resolution 14-07 adopted March 24, 2014 are repealed.

Section 7. Effective Date. The provisions of this resolution shall be effective 30 days upon passage.

ADOPTED BY THE CITY COUNCIL THIS 6TH DAY OF APRIL, 2015.

APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL, 2015.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner Nemlowill			
Herzig			
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 <i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i> <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i>	\$15.00 each \$30.00 each \$30.00 each \$12.00 \$ 2.50 each \$24.00
Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i> \$1 - \$2,000 \$2,001 - \$25,000 \$25,001 - \$50,000 \$50,001 - \$100,000 \$100,001 and up	\$65.00 minimum \$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof \$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof \$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof \$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA
MECHANICAL PERMIT FEES**

Fee Description	Fees
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 for 3 fixtures \$20.00 each thereafter
<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>	
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>
Building Plan Check Fee	65% of building permit fees
<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>	\$190.00* includes Administrative fee
<p>Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p>	\$65.00/hr One hour minimum
<p>Alternative Materials and Methods <i>Hourly rate charged per person involved in review.</i></p>	\$65.00/hr
Building Demolition Permit Fee	Apply Building Permit Fees (above) based on total project value. Minimum fee \$65.00/hr. One hour minimum.

**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 deter-mine compliance.</i></p>	\$97.50
<p>Investigation Fee B <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days</i></p>	\$130.00
<p>Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i></p>	\$250.00 or hourly rate whichever is greater
<p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p>	Per State established fee.

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

**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 and in areas where there is no other fire service protection.

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

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

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

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

**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 Community Services Department
Astoria Aquatic Center
Schedule F1**

General Admission		
	General Public Fee (Non-resident)	Astoria Resident Fee
Youth (2 – 17 yrs)	\$3.50	\$3.25
Adult (18-59 yrs)	\$4.50	\$4.25
Senior (over 60 yrs)	\$4.25	\$4.00
Family*	\$10.50	\$10.25
Lockers	\$0.50 each	

Punch Card Pass (May be purchased in groups of 10)		
	General Public Fee (Non-resident)	Astoria Resident Fee
Youth	\$30.00	\$28.00
Adult	\$38.00	\$36.00
Senior	\$36.00	\$34.00

3-Month (Quarterly) Pass (Valid for 3 months from the date of purchase)		
	General Public Fee (Non-resident)	Astoria Resident Fee
Youth	\$71.00	\$55.00
Adult	\$83.00	\$66.00
Senior	\$72.00	\$57.00
Family	\$125.00	\$99.00

*Family fee is limited to 5 people: 2 adults/3 children or 1 adult/4 children that live within the same household. Additional family members required to pay individual fee.

Annual Pass (Valid for 12 months from the date of purchase)		
Renewing annual pass holders receive 1-month discount if renewed within 14 days of pass expiration date. General public and Astoria residents eligible for same rate.		
	New Customer	Renewing Customer
Youth	\$220	\$198
Adult	\$264	\$242
Senior	\$228	\$209
Family	\$396	\$363

Facility Rental Rates	
Group rates – Available during general open recreation swim times. \$1.00 off general admission with 15 or more attendees in group. 24-hour notice required.	
After Hours exclusive use rates – Must call for availability 10 days in advance. Rates based on 0-50 attendance	
General Public	\$195 per hr
Astoria Resident	\$150 per hr
Local School/Government	\$120 per hr
Sunday exclusive use rate One price for all Sunday rentals \$225.00 first hour \$187.00 for each additional hr.	
Community meeting room rates Available during facility open hours only	
One time use	\$25.00 per hour
Reoccurring rate	\$10.00 per hour (must qualify for reoccurring use)

Aquatic Classes		
Swim Lesson Fee		
	General Public Fee (Non-resident)	Astoria Resident Fee
Youth or adult	\$42.00	\$35.00
Swim lessons are scheduled by session. A session is 10 x ½ hour sequential classes.		
Fitness Classes Appropriate Admission Fee +\$1.00*		
*The center offers one complementary class for senior fitness and wellness. The class is on M – W – F from 8:30 to 9:30. This class has approximately 20 to 25 senior students each class and is a low intensity, low impact class. All other classes at the center require admission + \$1.00 instructors fee.		

***Parks and Community Services Department
Astoria Maritime Memorial
Schedule F2***

Fee for one engraved memorial 4" x 12"

Standard Fee without customized graphic.....\$350.00

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 one engraved memorial 4" x 12"

Standard Fee with customized graphic\$450.00

- Name of person limited to 18 characters, including spaces
- Inscription is limited to 23 characters, including spaces
- Includes customized graphic illustration/artwork (other than stock artwork that has already been engraved on the Memorial Wall)

Fee for Customized Art Work\$100.00

**Parks and Community Services Department
Ocean View Cemetery
Schedule F3**

	FYE 2015 Effective <u>4/7/2015</u>	FYE 2016 Effective <u>7/1/2015</u>
<u>Graves-Ground Only (w/perpetual care)</u>		
Infant/Child plots	\$175.00	\$ 193.00
Block 68, Cremation only	\$322.00	\$ 354.00
All other blocks	\$966.00	\$1063.00
<u>Interments</u>		
Adult (opening and closing)	\$966.00	\$1063.00
Cremation	\$483.00	\$ 531.00
Cremated remains (Saturdays)	\$140.00	\$ 154.00
Adult, Saturdays	\$280.00	\$ 308.00
Late funerals (after 3:00 pm) add'l/hr.....	\$ 56.00	\$ 62.00
<u>Disinterment</u>		
Adult	\$455.00	\$ 501.00
Child under 7	\$350.00	\$ 385.00
Cremated remains removed	\$140.00	\$ 154.00
<u>Liner and Installation</u>		
Liner Fee	\$280.00	\$ 308.00
<u>Monument/Marker Permits</u>		
Monument Permit (Not over 62" in length)	\$168.00	\$ 185.00
Marker Permit-Double (2 people)	\$140.00	\$ 154.00
Marker Permit-Single	\$112.00	\$ 123.00
Marker Permit-Veteran	\$ 56.00	\$ 62.00
Marker Permit-Baby grave cover.....	\$ 70.00	\$ 77.00

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

Category	City A	Resident Non-Profit B		Resident Private C		Non-Resident Private/Non- Profit D		Commercial E	
		Per Hour	Per Event	Per Hour	Per Event	Per Hour	Per Event	Per Hour	Per Event
Shively Hall	n/c	0	\$34	\$21	\$83	\$28	\$137	\$55	\$205
Alderbrook Hall	n/c	0	\$34	\$21	\$83	\$28	\$137	\$55	\$205
Yacht Club - A	n/c	0	\$69	\$55	\$205	\$69	\$239	\$83	\$286
Yacht Club - B	n/c	0	\$69	\$34	\$137	\$41	\$164	\$55	\$218
Kitchen	n/c	\$7	\$28	\$14	\$34	\$21	\$41	\$28	\$69
Tennis Courts	n/c	0	\$34	\$14	\$34	\$28	\$69	\$34	\$83
Basketball Courts	n/c	0	\$34	\$14	\$34	\$28	\$69	\$34	\$83
Athletic Fields	n/c	\$6/Game or Organizational Rates Per Season = \$448							
City Park Rentals	n/c	\$34/Hour For a Defined Spot				\$103/Hour for Entire Park (Applies to weddings & special events*)			
Concession Stand Rental	n/c	\$69 - For 1 or all 3 (Evergreen, Columbia, Tapiola) Per Tournament							
Picnic Kit Rental	\$15.00 Rental Fee + refundable deposit of \$25.00 on each rental use.								

Clean up/damage deposit fees may be required by the City prior to use of facilities
(see page 5, item 4 of the Parks and Facilities Rules and Regulations).

****“Events” are any activity that requires the use of a facility for four hours or more.**

**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..... Additional charge made for equipment and vehicle	\$ 40.00/hour
Staff review of public records	\$ 35.00/hour
Vehicle identification number inspection	\$ 35.00

**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
	over 25 square feet.....	\$100.00
		\$ 2.00 per sq. ft.
		over 25 sq. ft
Graveled street	\$ 30.00	\$ 10.00

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

PUBLIC WORKS DEPARTMENT

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



March 23, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZATION TO SOLICIT BIDS – HEADWORKS SPUR 11B TIMBER SALE 2015**

DISCUSSION/ANALYSIS

A commercial thinning at the City's Watershed on 40 acres of forest land is proposed for the summer of 2015. The access road, Spur 11B, will be improved with this thinning. Road improvements will include the addition of crushed rock, culvert installation and drainage improvements that will serve to minimize future impacts on water quality. In addition to the thinning project, an area in the Watershed adjacent to Campbell Group ownership that has experienced considerable blowdown, will be cleaned up and prepared for reforestation.

The net proceeds from this timber sale are estimated to be \$260,000.00 after road improvement and reforestation costs.

RECOMMENDATION

It is recommended that Council approve the solicitation of bids for the Headworks Spur 11B Timber Sale 2015.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Mike Barnes, Consulting Forester



March 27, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CONTRACT AMENDMENT APPROVAL FOR THE MITIGATION OF
CONTAMINATED SOILS RELATED TO THE REMOVAL OF THE UNDERGROUND
HEATING OIL TANK FOR THE ASTORIA SENIOR CENTER RENOVATION
PROJECT

DISCUSSION/ANALYSIS

In February of 2015, Al Jaques, the Senior Center Remodel Project Manager, solicited services from ABA Company and K&S Environmental, Inc., for the removal an underground heating oil storage tank and testing of the soils surrounding the tank. The tank was discovered by the Project Manager during his site investigations and had not been identified in earlier site investigations during the HUD Grant application process. The City contracted for the aforementioned services which were completed in late February for the total sum of \$4,500. Test results of the soil surrounding the tank indicated the tank had deteriorated and contaminated the soils with heating oil above the allowable limits established by the Department of Environmental Quality (DEQ). Following this discovery, the Project Manager solicited the accompanying proposal from ABA Company and K&S Environmental, Inc., for the mitigation (removal/disposal/analysis) of the contaminated soils, in addition to filing all of the necessary reporting documentation to DEQ. The fee for these services is for a not to exceed cost of \$18,000. Work proceeded on removal and mitigation to complete this work during good weather and to avoid remobilizing expenses with the contractor on site. As the contract amendment is over the City Manager's spending authority, it is being brought to the City Council for consideration of approval. K&S Environmental, Inc., has submitted all of the required reporting documentation to DEQ and we now await the final determination by DEQ as to the status of closing the file with no further action required.

Project staff has been working with the Oregon Business Development Department's Brownfields Program Specialist in an effort to secure reimbursement funding for the cost of the tank removal and contaminated soils mitigation, it is anticipated the City will be successful in obtaining funding for this work from the Oregon Business Development Department in lieu of utilizing the project's Community Development Block Grant renovation funding for these expenses.

RECOMMENDATION

It is recommended that the City Council approve the proposed Contract Amendment for the mitigation of the contaminated soils related to the removal of the underground heating oil tank for the Astoria Senior Center renovation project.

Submitted By: _____

Prepared By: Al Jaques

ABA Company
4880 Ash Street, Astoria, OR 97103
Phone (503) 325-7801
CCB #122440

March 13, 2015

Al Jaques
City of Astoria

Re: Proposal for Mitigation of the Contaminated (Diesel Oil) Soil discovered after the removal of the 1,000 gallon Heating Oil (H/O) Underground Storage Tank (UST) located at the Astoria Senior Center, 1111 Exchange Street Astoria, OR.

Said work outlined in this proposal is an amendment (contract price adjustment) to the existing City of Astoria Contract for Professional Services (see attached) dated February 17th, 2015 related to the tank removal/decommissioning work only for the sum of \$4,500.

Dear Mr. Jaques:

ABA Company's anticipated scope of work is as follows:

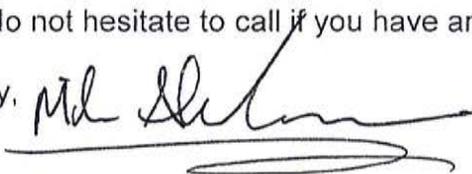
1. ABA Company will exercise due diligence in taking the necessary steps to avoid damage to any utilities located at the site.
2. Barricades will be used as necessary to provide safe working conditions throughout the project.
3. ABA Company will provide a DEQ Heating Oil licensed supervisor K&S Environmental, Inc. (K&S) to supervise all excavation and soil cleanup activities associated with the heating oil UST soil cleanup. Soil sampling already completed by K&S during the decommissioning of the tank at the site confirms that the tank has leaked and that diesel contaminated soil adjacent to the tank exceeds DEQ's Soil Matrix Cleanup standard of 500 ppm TPH (Sample H2 contained 5860 ppm TPH). K&S will assist the client (City of Astoria) in attempting to complete a Soil Matrix Cleanup at the site. All excavated contaminated soil will be properly disposed of at a permitted facility. ABA Company will provide all the necessary excavation and trucking equipment necessary to complete the work.
4. K&S will supervise the excavation of the contaminated soil. Subsequent to excavation of contaminated soil, the supervisor will collect the necessary soil samples from the resulting excavation. The samples will be analyzed at a certified laboratory. Upon receipt of the soil sample results, or at the discretion of the supervisor, the ABA Company will backfill the excavation. K&S will provide the necessary documentation for the client (City of Astoria) and DEQ. The quoted price includes the \$200 DEQ registration fee.
5. Upon approval of laboratory analyses, the excavation will be backfilled to grade with clean overburden and imported ¾ minus crushed rock. The material will be mechanically compacted during placement.
6. K&S will provide all necessary permitting and regulatory notifications, and a final report documenting all procedures, methods and results for the UST decommissioning and environmental cleanup work will be issued upon completion of the work. If the site is within acceptable standards per DEQ UST Soil Matrix Cleanup Rules, a Contractor Certification of Decommissioning and Site Cleanup will be provided by K&S.
7. This proposal is based upon the anticipation that groundwater will be encountered during excavation and all contaminated soil being accessible for removal. The quoted Not to Exceed

price includes disposal fees for up to 40 tons of petroleum contaminated soil at the Hillsboro Landfill. Any soil disposal in excess of 40 tons will be billed at a unit price of \$48.00/ton. The \$200.00 DEQ registration fee is included in the quoted price. This price is based upon a total of 10 additional soil and groundwater samples collected and analyzed for TPH, BTEX & PAH's, by NWTPH-Dx. If additional samples are required for regulatory closure, all work associated with the collection and analyses of those samples will be billed on a time and material basis. If a ll soil cannot be removed and the cleanup must be completed under DEQ's Risk-Based rules, that work will be addressed in another proposal. All equipment, trucking, backfill material and labor will be provided by ABA Company. Please do not hesitate to call if you have any questions.

The work described above will be completed for a Not to Exceed sum of **\$18,000.00**. This price does not include the original tank removal/decommissioning work performed by ABA Company for the sum of **\$4,500**. Total amended contract sum is **\$22,500**.

Please do not hesitate to call if you have any questions.

Sincerely,



Mike Abrahams, Owner ABA Company

Authorization Confirmation

The scope of services and contractual conditions as described in this proposal are acceptable and ABA Company is authorized to proceed. Issuance of a purchase order and/or your signature in the block provided herein will be considered as authorization to proceed. **Payment is due and payable in full upon completion of the work.**

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date

**CITY OF ASTORIA
CONTRACT FOR PROFESSIONAL SERVICES**

This Contract, made and entered into this 17 day of February, 2015 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "**CITY**", and ABA Company, 4880 Ash Street, Astoria, OR 97103 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**", for the City of Astoria regarding the Decommissioning and Removal of an Underground Heating Oil Tank located at the Astoria Senior Center, 1111 Exchange St, Astoria, OR 97103.

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 March 11, 2015.

2. **COMPENSATION**

A. The **CITY** agrees to pay **CONSULTANT** a total not to exceed **\$4,500.00** price for performance of those services provided herein;

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

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

D. Work under this contract will be funded in part with Federal Grant Funds from the Oregon Community Development Block Grant (CDBG) program.

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 Al Jaques, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 791-7253.

5. **CONSULTANT'S REPRESENTATIVE**

For purposes hereof, the **CONSULTANT'S** authorized representative will be Mike Abrahams, ABA Company, 4880 Ash Street, Astoria, OR 97103 (503)325-7801.

6. **CITY'S OBLIGATIONS**

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

7. **CONSULTANT IS INDEPENDENT CONSULTANT**

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

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

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

8. **CANCELLATION FOR CAUSE**

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

CONSULTANT may likewise cancel all or any part of this contract if **CITY** breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for **CITY**.

9. **ACCESS TO RECORDS**

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

10. **FORCE MAJEURE**

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

11. **NONWAIVER**

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

12. **ATTORNEY'S FEES**

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

13. **APPLICABLE LAW**

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

14. **CONFLICT BETWEEN TERMS**

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

15. **INDEMNIFICATION**

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

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

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

16. **INSURANCE**

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

A. Commercial General Liability. **CONSULTANT** shall obtain, at **CONSULTANT'S** expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include **CONSULTANTS**,

subconsultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability, the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than 2,000,000.

B. Automobile Liability. **CONSULTANT** shall obtain, at **CONSULTANT'S** expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

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

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

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

17. **CITY'S BUSINESS LICENSE**

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

18. **WORKMEN'S COMPENSATION**

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

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

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

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

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. **CONSULTANT** shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. **NONDISCRIMINATION**

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

21. **PAYMENT OF MEDICAL CARE**

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

22. **OVERTIME**

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

23. **USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS**

The CITY retains all drawings and other documents prepared by the **CONSULTANT** for the project after payment to **CONSULTANT**. **CONSULTANT** will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. **STANDARD OF CARE**

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

25. **NO THIRD PARTY BENEFICIARIES**

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

26. **CONFLICT OF INTEREST**

No employee, agent, **CONSULTANT**, officer, elected or appointed official of the CITY or County grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG (Oregon Community Development Block Grant) funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR (Code of Federal Regulations) Part 570.489(h).

27. **CERTIFICATION REGARDING LOBBYING**

Prohibition on the Use of Federal Funds for Lobbying. As evidenced by the execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

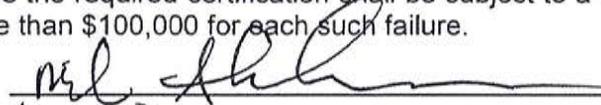
The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor): 

Title / Firm: ABA CO owner

Date: 2/17/15

28. **PROHIBITION OF THE USE OF LEAD-BASED PAINT**

The use of Lead-Based paint on any interior or exterior surface is prohibited

29. **ASSIGNMENT**

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

30. **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.

31. **FEDERAL LABOR STANDARDS PROVISIONS**

This contract is subject to the Federal Labor Standards Provisions. See contract "**Attachment B**".

32. **FEDERAL DAVIS-BACON PREVAILING WAGE RATES**

This contract is subject to the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONSULTANT**, subconsultant, or other person who is a party to the contract uses in performing all or part of this contract, must be paid the applicable Industries Federal Wage Determination (Davis Bacon). See contract "**Attachment C**".

33. **COMPLETE CONTRACT**

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

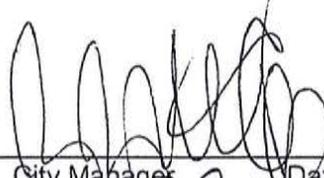
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

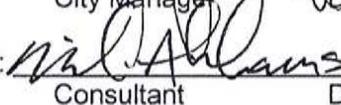
Approved as to form:


STATE OF OREGON
COUNTY OF CLATSOP
CLATSOP COUNTY CLERK
1000 1/2 AVENUE
ASTORIA, OREGON 97103
503.325.4100
www.clatsopcounty.org

Attorney

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

BY:  2-18-15
City Manager Date

BY:  2/17/15
Consultant Date

CONTRACT ATTACHMENT "A"

ABA Company
4880 Ash Street, Astoria, OR 97103
Phone (503) 325-7801
CCB #122440

February 4, 2015

Al Jaques
City of Astoria

Re: Proposal for Heating Oil (H/O) Underground Storage Tank (UST) Decommissioning
Astoria Senior Center Located at 1111 Exchange Street, Astoria, OR

Dear Mr. Jaques:

Your signature below authorizes ABA Company to decommission and remove from the above referenced site, one estimated 1,000 gallon H/O UST. Presented below is the anticipated scope of work with associated costs for the H/O UST decommissioning.

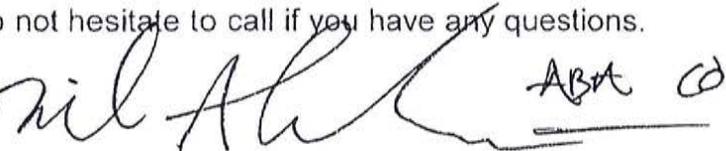
ABA Company's anticipated scope of work is as follows:

1. ABA Company will exercise due diligence in taking the necessary steps to avoid damage to any utilities located at the site.
2. Barricades will be used as necessary to provide safe working conditions throughout the project. ABA Company will remove the residual product in the tank and recycle the waste at a permitted facility (<2 inches product).
3. ABA Company will cut the asphalt and excavate to the extent necessary to facilitate the removal of the tank. ABA Company will cut and clean the tank in accordance with the guidelines and safety precautions set forth in API Publication 1604 and the requirements of NFPA Standard 77. The tank will be removed from the site and taken to a local recycler.
4. Upon removal of the UST, ABA Company will collect a total of two soil sample from beneath each end of the tank. The soil samples will be analyzed for total petroleum hydrocarbons using DEQ approved methods.
5. Upon approval of laboratory analyses, the excavation will be backfilled to grade with clean overburden and imported $\frac{3}{4}$ minus crushed rock. The material will be mechanically compacted during placement.
6. Upon completion of all work and receipt of laboratory results, ABA Company will generate a report documenting all procedures, methods and results for the work completed. A contractor certification of decommissioning will be provided for the tank. The client is responsible for DEQ registration fees, if so desired (\$75.00 if clean and voluntary).

The work described above will be completed for a total sum of \$4,500.00. This price is based on no groundwater or contamination being encountered during the completion of the work and no concrete saddle over the tank.

Please do not hesitate to call if you have any questions.

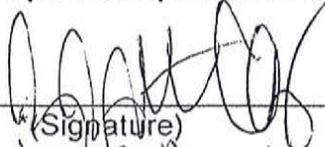
Sincerely,

Handwritten signature of Mike Abrahams in black ink. The signature is cursive and includes the initials 'ABA' and a circled 'C' to the right.

Mike Abrahams, Owner ABA Company

Authorization Confirmation

The scope of services and contractual conditions as described in this proposal are acceptable and ABA Company is authorized to proceed. Issuance of a purchase order and/or your signature in the block provided herein will be considered as authorization to proceed. **Payment is due and payable in full upon completion of the work.** A report will not be issued until payment in full is received.

By 
(Signature)
For City of Astoria
(Company)

Brett Estes
(Printed)
2-18-15
(Date)

* Individual with authority and company responsible for payment of ABA Company services.

CONTRACT ATTACHMENT "B"

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv) also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACT ATTACHMENT "C"

General Decision Number: OR140033 Wage Mod _8 12-19-14
 OR140033 12/19/2014 OR33

Superseded General Decision Number: OR20130033

State: Oregon

Construction Type: Building

County: Clatsop County in Oregon.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	01/24/2014
3	04/25/2014
4	06/06/2014
5	07/18/2014
6	08/29/2014
7	09/26/2014
8	12/19/2014

BROR0001-019 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 33.88	16.50
TILE FINISHER.....	\$ 22.36	11.47
TILE SETTER.....	\$ 29.99	14.99

CARP0001-030 06/01/2012

	Rates	Fringes
Carpenters:		
Cabinet installation and form work only.....	\$ 32.61	14.44
MILLWRIGHT.....	\$ 33.11	14.44

CARP9001-004 06/01/2012

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 32.90	14.44

ELEC0048-018 01/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 38.75	19.11

ELEC0048-023 01/01/2014

	Rates	Fringes
ELECTRICIAN Electrical installer alarms and Low voltage wiring for alarms only.....	\$ 29.75	15.69

Telephone installation and
Electrical low voltage
wiring installer only.....\$ 23.50 14.56

ENGI0701-025 01/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.25	13.70
GROUP 1A.....	\$ 40.16	13.70
GROUP 1B.....	\$ 42.08	13.70
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer: over 120,000 lbs and above; Bulldozer: D-10, D-11 and similar type; Loader: 120,000 lbs and above

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Bulldozer: over 70,000 lbs up to and including 120,000; Loader: 60,000 lbs and less than 120,000 lbs

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE--ROBOTIC: up to and including 20,000 lbs. with any or all attachments; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Asphalt Paver; Mechanic; Bulldozer: over 20,000 lbs and more than 100 horse and up to 70,000 lbs;

ORI40033 Wage Mod _8 12-19-14

Loader: 25,000 lbs and less than 60,000 lbs

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.;
DRILLING: Churn Drill and Earth Boring Machine Operator;
Directional Drill Operator less than 20,000 lbs pullback;
Concrete Pumper; Concrete Paver; forklift over 5 ton;
Bulldozer: 20,000 lbs or less, or 100 horse or less;
Loader: rubber tired type, less than 25,000 lbs

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Crane oiler;
forklift; Broom

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, west of the western boundary of Mt. Hood National Forest and west of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and west of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

IRON0029-013 07/01/2013

Rates Fringes

IRONWORKER (Reinforcing and

Structural).....\$ 34.12 21.35

LABO0001-030 09/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.44	13.10

LABO0001-031 06/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 27.44	13.10

LABO0003-014 06/01/2013

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.09	12.85
GROUP 2.....	\$ 27.09	12.85
GROUP 3.....	\$ 22.57	12.85

LABORER CLASSIFICATIONS

GROUP 1: Form-Stripping; Demolition

GROUP 2: Grade Checker, Pipelayer

GROUP 3: Flagger

PAIN0055-020 07/01/2013

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 21.01	8.83

PAIN0055-023 07/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.93	13.64

* PAIN0740-002 12/01/2014

	Rates	Fringes
GLAZIER.....	\$ 34.95	16.19

PLAS0082-003 06/01/2011

	Rates	Fringes
PLASTERER.....	\$ 25.08	11.32

PLAS0555-006 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.98	17.76

 PLUM0290-012 04/01/2012

	Rates	Fringes
PIPEFITTER.....	\$ 38.20	21.36

 SUOR2009-031 11/09/2009

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Ceilings, Floors, and Walls).....	\$ 18.57	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Form work.....	\$ 20.04	3.14
ELECTRICAL INSTALLER (Electrical Door/Eyes/Pressure Strips).....	\$ 14.00	0.00
LABORER: Common or General.....	\$ 18.57	6.24
OPERATOR: Backhoe.....	\$ 21.68	7.67
OPERATOR: Excavator.....	\$ 21.68	5.46
OPERATOR: Roller.....	\$ 17.14	0.00
OPERATOR: Screed.....	\$ 16.00	0.00
PLUMBER.....	\$ 27.32	9.86
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 23.65	6.33
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 29.23	4.16
TRUCK DRIVER: Dump Truck.....	\$ 16.00	0.00

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 26, 2015

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: RIVERFRONT TROLLEY ASSOCIATION OPERATIONAL AGREEMENT

DISCUSSION/ANALYSIS

The Astoria Riverfront Trolley Association (RTA) operates Old 300 on City owned railroad tracks from Hamburg Ave. to 39th Street. Their operation commenced in June 1999 and has served as a tourist based passenger service. RTA's operation is regulated by the Oregon Department of Transportation (ODOT) Rail Division. ODOT Rail provides operational and safety oversight to all passenger and freight rail in Oregon.

In 2014, ODOT Rail completed their triennial review of the RTA. This review included findings and recommendations to be implemented by the City and RTA. ODOT Rail recommended the following:

"The City of Astoria and Riverfront Trolley Association should develop a written agreement that spells out parties' responsibilities for inspections, maintenance, and repairs, and that agreement should be detailed in the System Safety Program Plan."

City Staff prepared the Riverfront Trolley Association Operational Agreement (attached) by updating an existing draft agreement started in 2007. This agreement has been reviewed by the City Staff, City Attorney, RTA, and ODOT Rail. It will satisfy ODOT Rail's recommendation for a written agreement, and serves to formalize the verbal, informal, operational agreement that has existed for the past 15 years.

The agreement outlines a shared approach to track maintenance. The RTA is responsible for minor maintenance required for operation (such as tightening bolts), while the City is responsible for the more substantial maintenance activities (such as multiple tie replacements, trestle repair, etc.). Overall, the track is in poor condition due to many years of deferred maintenance. City Staff recommends utilizing funding from the Promote Astoria Fund to support track maintenance activities. An annual amount of \$75,000, to be included in the FY15/16 budget and thereafter, is proposed based on maintenance funding levels for a similar trolley operation in Lake Oswego. However, this will need to be modified upon completion of an updated condition assessment.

RECOMMENDATION

It is recommended that City Council approve the Riverfront Trolley Association Operational Agreement.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By: 
Nathan Crater, Assistant City Engineer

RIVERFRONT TROLLEY ASSOCIATION OPERATIONAL AGREEMENT

The Riverfront Trolley Operational Agreement (“Agreement”) is by and between RIVERFRONT TROLLEY ASSOCIATION, INC., an Oregon Nonprofit corporation (RTA) and CITY OF ASTORIA, a municipal corporation of the State of Oregon (“Astoria”) (together, the “Parties”). This Agreement authorizes the continuation of excursion trolley rail service in Astoria, which encourages tourism and economic development in Astoria. Under this Agreement RTA shall be authorized to operate a trolley train on track owned by Astoria from its approximate intersection with Hamburg Avenue on the west to 39th Street on the east (Astoria Track). RTA shall also have access to the Astoria Track for inspection purposes and to the extent necessary to facilitate and conduct passenger operations. RTA’s operations on the Astoria Track shall be subject to the following terms and conditions.

1. Astoria represents and warrants that it owns all bridges, culverts, and other structures (including rails, ties, wires, signals, and other track materials) on the Astoria Track. The Parties understand and agree that the Astoria Track is presently suitable for trolley operations.
2. RTA’s use of the Astoria Track shall be exclusive during its periods of operation under this Agreement. With the exception of infrastructure and street repair and maintenance activities, Astoria shall not use, nor allow others to use, the Astoria Track in any manner that would interfere with normal Trolley operations.
3. Astoria grants access to RTA solely for the purpose of allowing RTA to provide trolley service. Astoria simultaneously grants access to RTA for inspection purposes and for such activities necessary to support or facilitate RTA’s trolley operations.
4. RTA’s use of the Trolley Barn located at 480 Industry St. is subject to the conditions and terms of the Trolley Barn Lease dated June 17, 2013 and any subsequent renewals.
5. Astoria is required to maintain all public rail crossings in compliance with OAR 741, Division 120. New private rail crossings require approval by Astoria, and must be maintained in compliance with State and Astoria standards by the adjacent property owner.
6. Astoria owns and maintains the Trolley Stops located at the following locations; west of Basin Street, Bay Street, 3rd Street, 9th Street, 11th Street, 14th Street, 17th Street, 20th Street, 33rd Street, west of 35th Street (Comfort Inn), and 39th Street.
7. RTA shall provide Astoria with an approved System Safety Program Plan (SSPP) and the System Security and Emergency Preparedness Plan (SEPP). These plans shall meet the requirements of OAR 741-060-0010 through OAR 741-060-0110. The SSPP and SEPP must be approved by the Oregon Department of Transportation’s (ODOT’s) State Safety Oversight Program (SSO) prior to operation.
8. Subject to limitations provided in the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 *et seq.*), Astoria will indemnify and hold RTA harmless from liability,

cost or expense, including attorney fees, for Astoria's negligent acts, omissions, or occurrences, including injuries, death, property loss or damage arising out of Astoria's performance of obligations it has assumed under this agreement; provided, however, that to the extent that RTA's liabilities, costs or expenses are discharged or paid by others, Astoria shall not be required to indemnify RTA for such liabilities, costs or expenses. Astoria shall be responsible for defense of any litigation contesting the rights of Astoria to enter into or effectuate this Agreement under the National Trails System Act, 16 U.S.C. § 1247(d) or any other law. This paragraph shall survive termination or expiration of this Agreement.

9. RTA will not operate the trolley during any period where such operation can not, in the sole judgment of RTA, be conducted in a reasonably safe manner and will hold Astoria harmless, to the limits, if any, of the Oregon Tort Claims Act in ORS 30.270, from any and all liability, costs or expense, including attorney fees, for acts, omissions or occurrences, including injury, death, property loss or damage arising out of RTA's negligent passenger operations on the Astoria Track or the discharge of its duties under this Agreement. This paragraph and its indemnities shall survive termination or expiration of this Agreement.
10. Each Party shall, at its own expense, maintain in force during the term of this Agreement its comprehensive liability coverage, acceptable to the other, for all claims in the nature of bodily injury, illness and death, damage and destruction of property, including loss of use thereof. Each Party shall be named as an additional insured on the other's policy.
 - a. Each Party's policy shall include a waiver of subrogation in favor of the other.
 - b. This insurance policy shall require a minimum of 30 days advance notice of termination thereof, or of any changes which in any way restricts or reduces the coverage provided therein or which changes the name of the insureds therein.
 - c. Each party shall provide the other a Certificate of Insurance prior to the effective date of this Agreement and upon each renewal of the policy.
 - d. If this insurance policy is purchased on a claims-made basis, the Party obtaining such insurance shall provide "tail coverage" or continuous "claims made" coverage in order to maintain and provide evidence of Insurance as required herein for a period of at least five (5) years subsequent to termination RTA's operations under this Agreement.
11. RTA shall perform required track inspections on the Astoria Track. Inspector qualifications and inspection frequency shall meet the requirement for Federal Rail Administration (FRA) Class 2 standards, with exceptions allowed by the ODOT Rail Division. RTA shall notify Astoria as to repairs, rehabilitation, or maintenance work required in order to satisfy FRA Class 2 standards. Within a reasonable time after RTA provides such notice, Astoria shall undertake or shall retain a third-party contractor to undertake the necessary repairs, rehabilitation, or maintenance projects. Astoria's duty to repair, rehabilitate and maintain is limited to ordinary wear and tear to the Astoria Track, and Astoria is not required to replace or reconstruct bridges, trestles, or other major

structures on the Astoria Track. Astoria is not required to complete maintenance projects that exceed available funding. RTA shall perform minor maintenance activities on the Astoria Track, including, but not limited to vegetation control, replacement of individual railroad ties, switches, angle bars, tie plates, and spikes, where such activities are necessary to facilitate or support RTA's ongoing passenger operations under this Agreement. Astoria may provide staff licensed in Public Pesticide Application to assist RTA in vegetation control necessary for Trolley operations.

12. Astoria may perform periodic structural inspections on the trestles that support the track and River Trail. These inspections are independent of the track inspections discussed above.
13. RTA shall bear full responsibility for ensuring that any passenger operations on the Astoria Track comply fully with environmental and occupational safety requirements. In the event that a trolley is involved in any accident, derailment, wreck or release of hazardous substances or fuel, RTA may, at its election, arrange for the removal of wastes, the restoration of property, the re-railing of equipment and for any necessary repairs or cleanup of the surrounding area. Astoria agrees not to file any claim against RTA for environmental damage or remediation costs attributable to RTA's passenger operations, unless such claim is attributable to RTA's negligence in performing the inspections of the Astoria Track required under this Agreement.
14. Astoria, a Municipal Corporation of the State of Oregon, is required to comply with the public contracting law. The Parties hereby incorporate by reference the required provisions of ORS 279B.220, 279B.230 and 279B.235.
15. Either Party may, at its election, terminate this Agreement by giving ten (10) days written notice. Any such termination shall not alter the Parties' pre-existing obligations under this Agreement, nor shall such termination apply to the Parties' indemnification or insurance obligations, which shall survive.
16. Nothing in this Agreement shall impair or restrict RTA's rights to suspend service as a result of events beyond its control. RTA shall bear no responsibility for disruptions of passenger service due to inclement weather, flooding, bridge damage, fires, hurricanes, tornadoes, storms or landslides.
17. Nothing in this Agreement shall impose any obligation on the RTA or Astoria to reconstruct or replace bridges, trestles, or other major structures on the Astoria Track.
18. Neither Party may assign this Agreement to any other person or entity without the express written consent of the other Party.
19. This Agreement shall become effective upon approval of the Parties and shall remain effective until December 31, 2020. The insurance and indemnification provisions of this Agreement shall survive beyond the term of this Agreement as provided herein.

AGREED BY:
RIVERFRONT TROLLEY
ASSOCIATION, INC.

By: _____
Print Name _____
Title _____
Dated this ____ day of _____, 2015

AGREED BY:
CITY OF ASTORIA

By _____
Print Name _____
Title _____
Dated this ____ day of _____, 2015

ATTESTED TO:

By _____
Print Name _____
Title _____
Dated this ____ day of _____, 2015

APPROVED AS TO FORM:

By _____
Print Name _____
Title & OSB # _____
Dated this ____ day of _____, 2015

APPROVED AS TO FORM:

By _____
Print Name _____
Attorney for City of Astoria
Dated this ____ day of _____, 2015

CITY OF ASTORIA COUNCIL RULES OF PROCEDURE

2015

SECTION 1-AUTHORITY

~~1.1 Authority –The City of Forest GroveAstoria City Charter, Section 4.4(c)10, provides that the Council Mayor shall adopt enforce Council Rules by resolution to govern its meetings and proceedings. The following Council Rules shall be in effect upon their adoption by the Council until they are amended or new Council Rules are adopted. These Council Rules shall be presented to all Councilmembers and within 30 days of taking office, each appointed or elected Councilor shall sign that they have reviewed and received a copy of these Council Rules. The Director of Finance and Administrative ServicesCity recorder shall retain the signature copy. These rules are adopted by the Common Council of the City of Astoria.~~

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SECTION 2 - MEETINGS OF THE COMMON COUNCIL

~~2.1 Open Meetings - Meetings of the Common Council will be held-conducted in accordance with the Oregon Public Meetings Law~~

~~2.2 Regular Meeting (Charter, Section 11)- The Forest Grove Common Council will meet in regular session on the second-first and thirdfourth Mondays of each month at 7:00 p.m. in the Astoria City Hall, Council ChambersCommunity Auditorium, 1095 Duane Street1915 Main Street, or at such another time and place in the City as designated by the City Council.~~

~~2.34 Special Meetings - Special meetings of the Council may be called by the Mayor, or upon the request of at least two members of the Council.~~

~~2.4 Emergency Meeting – Emergency meetings may be called by the mayor pursuant to ORS 192.640(3).~~

~~2. 5 Executive Sessions - Executive sessions shall be held in accordance with the provisions of ORS 192.660. The City Council shall adopt a resolution at the first meeting of each year setting its meeting dates.~~

~~2.6 Work Sessions - The Forest GroveAstoria City Council may hold work sessions at such time and place as will allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject.~~

~~3.3 Coffee Hour Work Session– The Forest Grove City Council may hold a~~

~~coffee hour work session on the first Saturday of each month at the request of the Mayor at a place in the City which the Mayor designates, provided that all discussions thereon shall be informal with no vote or formal action taken. Such sessions shall allow the public an opportunity to meet informally with the Mayor and Councilmembers to discuss issues or concerns they may have, and for the purpose of allowing Councilmembers an opportunity to meet informally with the Mayor to discuss issues or concerns they may have.~~

2.7 Quorum - ~~A majority of the Council constitutes a quorum for its business, but a smaller number of the Council may meet and compel attendance of absent Councilors. *Charter of the City of Astoria* § 4.2 Pursuant to City Charter, Section 4.212, a majority of the Councilmembers shall constitute a quorum to conduct for its business, no less than three Councilors may meet and compel attendance of absent members but a smaller number of the Council may meet and compel attendance of absent Councilors.~~ If a quorum is not present, those in attendance will be recorded, and the Presiding Officer or City Recorder will adjourn the meeting.

2.8 Vote Required - ~~The Pursuant to City Charter Section 4.6, except as prescribed, the express approval of a majority of a quorum of the Council members present and constituting a quorum is necessary to decide affirmatively a question before the Council. is necessary for any Council decision, except when the Charter or Council Rules requires approval by a majority of the Council. Except in the following cases, the express concurrence of a majority of the Council members present and constituting a quorum is necessary to decide affirmatively a question before the Council. *Charter of the City of Astoria* § 4.6~~

- ~~• The City Manager, City Attorney and Municipal Judge, shall be appointed and removed only by majority vote of all incumbent members of the Council.~~
- ~~• A vacancy in the Council shall be filled by appointment by a majority of the Council~~
- ~~• During a Council member's temporary disability to serve on the Council or during a member's temporary absence from the City, a majority of the other Council members may, by appointment, fill the vacancy pro tem.~~
- ~~• The Council may adopt an ordinance at a single meeting by the express unanimous votes of all Council members present~~

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2.9 Rules of Order - The presiding officer shall conduct all meetings in accordance with these rules and standards previously observed by the council. In the event of a dispute or controversy concerning the conduct of a meeting reference may be made to *Robert's Rules of Order Newly Revised*.

2.10 Address by Council Members - Any Council member desiring to speak shall address the pPresiding oOfficer and upon recognition, shall confine remarks to the issue under debate. Councilmembers soliciting input from staff shall direct the concern to the City Manager. The City Manager may respond as requested or redirect the inquiry to a member of the staff.

2.11 Electronic Attendance - If a Council member is unable to attend a meeting, the member may attend by conference telephone or other means of electronic communication through which all members of the council and public may hear or read the other's communications. At least 24 hours' advance notice shall normally be given of such participation.

SECTION 3- THE PRESIDING OFFICER

3.1 Mayor - The Mayor is a voting member of the Council. When present at Council meetings, the Mayor shall, preside over deliberations of the Council, preserve order; enforce Council rules; and determine the order of business. the Mayor may temporarily cease to chair a Council meeting and delegate the functions described in subsection (1) to another Council member. *Charter of the City of Astoria, §4.4*

3.2 Council President - At the first meeting of each year, the Council shall appoint a president from its Councilors. The president shall function as Mayor when the Mayor is absent from a Council meeting; or unable to function as Mayor. *Charter of the City of Astoria, §4.4*

SECTION 4- DECORUM AND ORDER

4.1 Presiding Officer- The Presiding Officer shall enforce Council rules, has authority to preserve decorum and shall determine points of order. The Presiding Officer may control Council debate and public testimony to the question under discussion.

4. 2 Councilors – Council members shall maintain order, good conduct, and decorum during Council meetings, and shall not by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or Council rules..

5.3 Staff and Public – Staff Members, City employees and all other persons attending Council meetings shall observe the same rules, decorum and good conduct applicable to the members of the Council.

5.4 Removal of Any Person - The Presiding Officer may order the removal of any person making disruptive or threatening remarks or actions during a meeting and may summon the assistance of the police or other administrative staff for that purpose.

SECTION 6- AGENDA AND ORDER OF BUSINESS

6.1 Agenda Preparation - The City Manager with approval from the Presiding Officer shall prepare the Agenda for each meeting, specifying the time, place, and purpose of the meeting and listing the subjects anticipated to be considered at the

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At least four days prior to the meeting, the agenda and packet;

- ~~should~~shall be delivered to the Council;
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At least four days prior to the meeting, the agenda ~~should~~shall be:

- posted on bulletin boards at City Hall, ~~Community Auditorium~~ and Library; and
- be distributed to media representatives, and other interested parties upon written request.

6.2 Changing Order of Business - At any meeting of the Council, the order of the business may be changed or any part thereof suspended or items added for such meeting upon consensus of the majority of the Councilmembers present

SECTION 7- PUBLIC TESTIMONY

7.1 Public Comment Generally - Any member of the general public wishing to address the Council on an issue not on the agenda may do so at the time set aside for Citizen Communications during each regular session of the Council. Any member so addressing the Council shall be limited to a period of three (3) minutes, unless additional time is granted by the Presiding Officer.

SECTION 8 - PUBLIC HEARINGS, CONFLICT OF INTEREST OR OTHER DISQUALIFICATIONS

8.1 Public Hearings - Public Hearings shall be held on matters required by State law or City policy. Quasi-judicial hearing procedures shall be conducted in accordance with Oregon law and the ~~Forest Grove~~Astoria Development Code. At the beginning of each hearing the Presiding Officer shall announce the purpose and type of hearing and summarize guidelines for the conduct of the hearing.

8.2 Call for Abstentions - The Presiding Officer shall call for abstentions from the Council. No Council member shall participate in discussion or vote on a matter in which the Councilmember has a direct personal or pecuniary interest.

8.4 Ex-Parte Contact/Conflict of Interest/Prehearing Bias – Prior to opening any quasi-judicial hearing the Presiding Officer shall ask if any ex parte contacts or matters of bias. If a Councilmember discloses an ex-parte contact, the Councilmember shall disclose the nature of the contact and information obtained.

If a Council member discloses a prehearing bias, the Council member shall shall not participate in discussion or vote on the matter. The Council member will be counted however for the purpose of establishing a quorum.

If a Council member's participation is challenged, the Council member may participate and may make statement in response to the challenge. Such

challenge must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing.

8.5 Objections to Jurisdiction- The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.

SECTION 9 - RECORD OF MEETINGS

9.1 Council Record of Meetings - Pursuant to City Charter, Section 4.314, An accurate record of Council proceedings shall be kept.

City

~~Council must keep a record of its proceedings and official meetings.~~

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9.2 Responsibility - The City Manager is responsible to ensure that accurate minutes are prepared and furnished to all City Council Members for review and approval.

9.3 Content of Minutes - Minutes of meetings of the City Council shall comply with the provisions of ORS 192.650 and contain the following:

- a) Names of all Council members present or absent and City staff present;
- b) Name and address, if provided, of all persons testifying;
- c) All motions, proposals, ordinances, resolutions, orders and their disposition;
- d) Results of all votes and the vote of each Councilmember by name;
- e) Substance of any discussion on any matter;
- f) Reflect the matters discussed and views of the participants;
- g) Reference any document or exhibits discussed at the meeting;
- h) Minutes shall be available to the public within seven (7) business days after the meeting.

9.4 Preparation of Minutes and Retention of Audio - Official proceedings of the City Council shall be audio recorded and be maintained in accordance with the Oregon Archives Law (pursuant to OAR 166).

9.5 Executive Session Minutes - Minutes of executive sessions shall be kept in accordance with ORS 192-~~in the form of audio recorded~~. No transcription of executive session minutes will be made unless requested by a Council member or otherwise required by State law.

SECTION 10- PROCLAMATIONS

10.1 Request for Proclamations - Organizations, citizens, or Council members may

request proclamations to recognize the efforts of community groups and individuals. Upon receipt, the City ~~Recorder-Manager~~ will notify the Mayor and the approval of the Mayor, the City ~~Recorder-Manager~~ shall prepare the proclamation.

10.2 Reading of Proclamations - At the discretion of the Mayor, a proclamation shall be read at the Council meeting and presented or mailed to the requesting organization or group.

SECTION 10-CREATION OF CITIZEN ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES AND OTHER COUNCIL AD-HOC COMMITTEES

10.1 Committee Formation – The Council may establish any Commission, Committee, or Task Force and assign its function and responsibilities. The Mayor, ~~with the consent of the Council~~, shall appoint members of all committees established by the Council. *Charter of the City of Astoria, §5.1*

~~14.4 Councilmember Liaisons to Citizen Advisory Boards, Commissions and Committees—The Mayor shall appoint a Councilmember as liaison to any board, commission, committee, or ad hoc committee. Councilmembers, who have been appointed as Council Liaison to any board, commission, or committee, shall be a non-voting member. The Council Liaison shall reflect the collective interests and goals of the Council. Council Liaison appointments shall be reconsidered every two years at the first regular Council meeting following the time at which newly elected Councilmembers officially take office or at the discretion of the Mayor.~~

SECTION 11- ELECTRONIC COMMUNICATIONS

11.1 Communications - Councilmembers should observe the following guidelines when using electronic methods in corresponding in their elected roles:

- 1) Council members should use city e-mail addresses for all communications dealing with matter of City concern. These communications should be made via City supplied iPad or other electronic device and are subject to City record retention policies and to the Oregon Public Records Laws.
- 2) E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or City Department Directors.
- 3) E-Mail may not be used to discuss policy issues with a quorum of the Council at one time or a quorum of a standing advisory body in any manner which would be in violation of the Oregon Public Meetings Law.

SECTION 12- CITY COUNCIL TRAINING AND STIPENDS

12.1 Council Training - All Council members may attend training seminars or conferences related to their service as members of the council.

12.2 Reimbursement Allowance – Councilors shall be entitled to reimbursement of any expenses for registration, travel, meals and overnight accommodations

incurred in attending in-state training and conferences. Requests for reimbursement shall be submitted to the City Manager, or designee, who will make necessary arrangements on behalf of the requester.

12.3 Council Training Budget - The Budget Committee shall set the Council Training Budget annually at the recommendation of the City Manager.

~~17.5 Council Stipends - Council stipends shall be set by resolution.~~

CITY OF ASTORIA COUNCIL RULES OF PROCEDURE

2015

SECTION 1-AUTHORITY

1.1 Authority - These rules are adopted by the Common Council of the City of Astoria.

SECTION 2 - MEETINGS OF THE COMMON COUNCIL

2.1 Open Meetings - Meetings of the Common Council will be conducted in accordance with the Oregon Public Meetings Law.

2.2 Regular Meeting - The Common Council will meet in regular session on the first and third Mondays of each month at 7:00 p.m. in the Astoria City Hall, Council Chambers, 1095 Duane Street, or at such another time and place in the City as designated by the City Council.

2.3 Special Meetings - Special meetings of the Council may be called by the Mayor, or upon the request of at least two members of the Council.

2.4 Emergency Meeting - Emergency meetings may be called by the mayor pursuant to ORS 192.640(3).

2.5 Executive Sessions - Executive sessions shall be held in accordance with the provisions of ORS 192.660.

2.6 Work Sessions - The Astoria City Council may hold work sessions at such time and place as will allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject.

2.7 Quorum - A majority of the Council constitutes a quorum for its business, but a smaller number of the Council may meet and compel attendance of absent Councilors. *Charter of the City of Astoria* § 4.2.

2.8 Vote Required - Except in the following cases, the express concurrence of a majority of the Council members present and constituting a quorum is necessary to decide affirmatively a question before the Council. *Charter of the City of Astoria* § 4.6

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