



AGENDA

ASTORIA CITY COUNCIL

November 21, 2016

7:00 p.m.

2nd Floor Council Chambers

1095 Duane Street · Astoria OR 97103

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **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 Special Meeting Minutes of 11/9/16
- (b) Waiver of Fees for Holiday Downtown Parking
- (c) Intergovernmental Agreement for Marijuana Tax Collection and Distribution with Oregon Department of Revenue (Finance)

6. **REGULAR AGENDA ITEMS**

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

- (a) Ordinance Making Certain Determinations and Findings Relating to and Approving the First Amendment to the Astor West Urban Renewal Plan (2nd reading & adoption) (Community Development)
- (b) Scandinavian Immigrant Monument – Further Direction Needed (Parks)
- (c) Waterfront Bridges Replacement Project (6th – 11th Streets) Design Update (Public Works)
- (d) Liquor License Application from Amanda Cordero, dba Northwest Wild Products, Located at 354 Industry Street, for a Greater Privilege for a Limited On-Premises Sales License (Finance)
- (e) Change First and Second City Council Meeting Dates in January, 2017 and Second City Council Meeting Date in February, 2017 (City Council)

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

8. **EXECUTIVE SESSION**

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

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

November 17, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF NOVEMBER 21, 2016

CONSENT CALENDAR

Item 5(a): City Council Special Meeting Minutes

The minutes of the City Council Special Meeting of November 9, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): Waiver of Fees for Holiday Downtown Parking

The Association (ADHDA) is requesting that the City Council implement a waiver of overtime parking for the upcoming holiday season from Friday, November 25, 2016 through Monday, January 2, 2017. The intention is for no enforcement of overtime parking in the downtown, which includes the Heritage Square parking lot, as well as on-street parking; however, tickets will still be written for other violations in the Parking District, including parking by downtown employees within the District. The City of Astoria has approved this request of ADHDA for several consecutive years; therefore, it is recommended that Council approve this request.

Item 5(c): Intergovernmental Agreement for Marijuana Tax Collection and Distribution with Oregon Department of Revenue (Finance)

At its February 16, 2016 meeting, the City Council adopted Ordinance No. 16-02 imposing a three percent tax on the sale of marijuana items by a recreational marijuana retailer and referring the ordinance to the electors of Astoria. In addition, at its March 7, 2016 meeting, Council adopted Resolution No. 16-03 which referred a three percent local option tax on the sale of recreational marijuana sales to the electors; therefore, Local Ballot Measure 4-180 was placed on the General Election ballot and on November 8, 2016 it passed. With the passage of this measure, the Oregon Department of Revenue has drafted and provided an Intergovernmental Agreement to implement the collection and distribution of local option taxes on the sale of marijuana for the City of Astoria. It is recommended that Council approve the Intergovernmental Agreement with the Oregon Department of Revenue for the collection and distribution of a three percent tax on recreational marijuana sales.

REGULAR AGENDA ITEMS

Item 6(a): Ordinance Making Certain Determinations and Findings Relating to and Approving the First Amendment to the Astor West Urban Renewal Plan (2nd reading & adoption) (Community Development)

The Astoria City Council held a hearing and first reading of this ordinance on November 7, 2016 to gain input regarding the Council's consideration and potential adoption of the proposed Astor West Urban Renewal Plan First Amendment (the Amendment). The Amendment is designed for the Astor West Urban Renewal Area (Area), an area of 217.55 acres. The reason for urban renewal is to provide a financing mechanism to fund improvements including transportation, storefront grants, and redevelopment and housing assistance. The proposed amendment to the Plan would expand the Area to include right-of-way as well as City-owned land to widen Bond Street and permit the use of urban renewal funds for the new projects to be added in the Plan as identified in Table 11 of the "Report Accompanying the First Amendment". In addition to the street aspect, there are underinvested residential properties that potentially need assistance (i.e., grants/ loans/technical assistance) to renovate and preserve as affordable housing, which is another Fiscal Year 2015-16 Council Goal. Staff has met with the Community Action Team about a targeted pilot program that would offer some form of assistance to qualified property owners to renovate multi-family buildings while still meeting Development Code design requirements. A potential housing program will be brought to the Astoria Development Commission for review at a future date. The proposed Amendment requires an ordinance to implement the changes. It is recommended that the City Council hold the second reading of the ordinance and adopt the First Amendment to the Astor West Urban Renewal Plan.

Item 6(b): Scandinavian Immigrant Monument – Further Direction Needed (Parks)

At its August 15, 2016 meeting, the City Council gave direction to establish an agreement that meets the needs of the Astoria Scandinavian Heritage Association (ASHA) and the Parks and Recreation Department to construct and maintain a Scandinavian Immigrant Monument at People Place Park. Since Council provided this direction, Parks Director Cosby has been working with Loran Mathews, ASHA President, to come to a mutually agreeable maintenance plan; however, this has been unattainable. Included in Director Cosby's agenda memo are the sequences of meetings and discussions that have occurred during 2016 regarding the development, construction and maintenance of the proposed monument. It is recommended that Council provide direction regarding the Scandinavian Immigrant Memorial Monument at People Place Park and their intent for maintenance responsibilities.

Item 6(c): Waterfront Bridges Replacement Project (6th – 11th Streets) Design Update (Public Works)

The Waterfront Bridges Replacement Project is currently in the design phase and the project team has developed alternatives for the visual design elements of the bridges. Due to the relatively small area of each bridge and the mandated restrictions, there are really only two components of the structure that can be

modified; lighting and pedestals. Sketches of the two alternatives are included with the Council packet. It is recommended that Council approve submitting two options to ODOT and proceeding with final design of the ODOT-approved option.

Item 6(d): Liquor License Application from Amanda Cordero, dba Northwest Wild Products, Located at 354 Industry Street, for a Greater Privilege for a Limited On-Premises Sales License (Finance)

A Liquor License Application has been filed by Amanda Cordero, doing business as Northwest Wild Products, located at 345 Industry Street, Astoria. The application is for a Greater Privilege for a Limited On-Premises Sales License. The appropriate departments have reviewed the application. A report provided by the Police Department which conveys information gathered during the investigation is attached to the application for reference. No objections to approval were noted. It is recommended that Council consider approval of the application.

Item 6(e): Change First and Second City Council Meeting Dates in January, 2017 and Second City Council Meeting Date in February, 2017 (City Council)

Astoria City Hall will be closed on Monday, January 2, 2017 for New Year's Day, Monday January 16, 2017 for Martin Luther King, Jr., Day, and Monday, February 20, 2017 for Presidents' Day; therefore, the first and second Council meeting dates in January and the second meeting date in February will need to be changed. In years prior it has been the tradition to hold City Council meeting on the following day. It is recommended that Council set alternate meeting dates for the holidays noted above.

EXECUTIVE SESSION

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

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

A special meeting of the Astoria Common Council was held at the above place at the hour of 4:00 pm.

Councilors Present: Nemlowill (via telephone), Warr, Mayor LaMear. Ward 2 is vacant.

Councilors Excused: Price

Staff Present: Police Chief/Assistant City Manager Johnston, Finance Director Brooks, Public Works Director Cook, Assistant City Engineer Crater, and City Attorney Henningsgaard.

Item 3: Fuel System Replacement Project Pay Adjustment #1 (Public Works)

Assistant City Engineer Nathan Crater presented a brief overview of the fuel system replacement project. First, Pay Adjustment #1 includes items necessary to provide better corrosion resistance and longevity to the above ground fuel tank, and a Spill Prevention, Control, and Containment (SPCC) plan and associated work (concrete containment pad, installation of catch basin, oil stop valve, piping, etc.) to comply with EPA regulations. Second, after finalizing the location of the new above ground storage tanks, it became apparent that a SPCC would be required based on the site drainage, proximity to the river, and capacity of the new tank. The Fuel Tank Replacement Project is budgeted in the Capital Improvement and funds are available for the additional \$26,567.50 associated with Pay Adjustment #1. The initial bid and subsequent pay adjustment exceed the budgeted amount; therefore, a budget amendment will be required at the end of the fiscal year.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Nemlowill, to authorize Pay Adjustment #1 in the amount of \$26,567.50. Motion carried unanimously. Ayes: Councilors Nemlowill, Warr, and Mayor LaMear; Nays: None. Councilor Price was absent and Ward 2 is vacant.

ADJOURNMENT

There being no further business, the meeting was adjourned at 4:08 pm.

ATTEST:

APPROVED:

Finance Director

Chief of Police/Assistant City Manager



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date November 8, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: INTERGOVERNMENT AGREEMENT FOR MARIJUANA TAX COLLECTION AND DISTRIBUTION WITH OREGON DEPARTMENT OF REVENUE

DISCUSSION/ANALYSIS

City Council Adopted Ordinance 16-02 on February 16, 2016 imposing a three percent tax on the sale of marijuana items by a recreational marijuana retailer and referring ordinance to electors of Astoria.

City Council adopted Resolution 16-03 on March 7, 2016, referring a three percent local option tax on sale of recreational marijuana sales to the electors on the November 8, 2016 ballot. The referral was placed on the November 8, 2016 ballot as Local Ballot Measure 4-180.

On November 8, 2016, Local Ballot Measure 4-180 passed with Yes votes totaling 3,420 and No votes totaling 1,251. The Final Unofficial Results are attached.

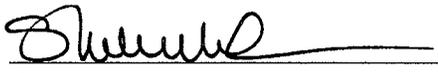
Oregon Department of Revenue (DOR) released an intergovernmental agreement (IGA) for the collection and distribution of local option taxes on the sale of Marijuana. The Oregon League of Cities sought an IGA during the 2016 session to assist approximately 100 cities which had measures on the 2016 ballot with efficient administration of new local taxes and to address concerns related to public safety and banking.

A few highlights of this agreement are:

- The DOR can start administering the local tax beginning January 1, 2017;
- Cities must sign an agreement by January 15, 2017 and provide the DOR with a copy of their ordinance;
- Agreement may be cancelled with 90 day written notification;
- Payments to local governments will be made quarterly; and
- For administration purposes, the DOR will withhold 4 percent of the total local tax revenues to pay for the state's costs. Actual costs will be assessed and trued up annually using three different fees to calculate each local government's share of the costs.

RECOMMENDATION

It is recommended that Council approve the IGA with Oregon Department of Revenue for the collection and distribution of 3% tax on recreational marijuana sales.

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

Run Date:11/09/16 12:04 AM

		VOTES PERCENT		VOTES PERCENT	
State Measure 95					
(VOTE FOR)	1			4-181 City of Warrenton City of Warrenton	(VOTE FOR) 1
Yes	.	.	.	Yes	.
No.	.	.	.	No.	.
		12,182	69.67		1,287
		5,304	30.33		1,017
					55.86
					44.14
State Measure 96					
(VOTE FOR)	1			4-185 Admin. School District	
Yes	.	.	.	Administrative School District #10	
No.	.	.	.	(VOTE FOR) 1	
		15,501	85.16	Yes	.
		2,701	14.84	No.	.
					4,010
					2,139
					65.21
					34.79
State Measure 97					
(VOTE FOR)	1			4-183 Elsie-Vinemapple RFPD Elsie-Vinemapple RFPD	
Yes	.	.	.	(VOTE FOR) 1	
No.	.	.	.	Yes	.
		7,817	42.07	No.	.
		10,764	57.93		180
					160
					52.94
					47.06
State Measure 98					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		12,240	67.65		
		5,853	32.35		
State Measure 99					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		11,810	65.04		
		6,349	34.96		
State Measure 100					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		11,704	65.37		
		6,201	34.63		
4-180 City of Astoria City of Astoria					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		3,420	73.22		
		1,251	26.78		
4-179 City of Cannon Beach City of Cannon Beach					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		416	48.65		
		439	51.35		
4-182 City of Cannon Beach City of Cannon Beach					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		628	75.48		
		204	24.52		
4-184 City of Seaside City of Seaside					
(VOTE FOR)	1				
Yes	.	.	.		
No.	.	.	.		
		2,043	72.34		
		781	27.66		



MARIJUANA TAX COLLECTION AGREEMENT

This Marijuana Tax Collection Agreement (“Agreement”) is entered into between the State of Oregon, acting by and through its Department of Revenue (the “Department”) and City of Astoria, “City”, under the authority of ORS 305.620.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Department shall supervise and administer, according to the terms and conditions set forth in this Agreement, the Local Tax on sales of marijuana items by Marijuana Retailers authorized under ORS 475B.345 and approved by the voters of City.

(1) Definitions. As used in this Agreement the following terms have the meanings ascribed to them:

(a) “Confidential Information” means the information on Local Tax returns administered pursuant to ORS 305.620, any information in the reports required under Sections 8 and 9 of this Agreement from which information about a particular Local Taxpayer is discernable from the report due to a small number of Local Taxpayers in City or similar factors, and any other information exchanged between the Department and City related to this Agreement, that is confidential under ORS 314.835.

(b) “Fees” means collectively the Administrative Services Fee, the Business Fee and the Core Systems Replacement Fee described in Section 5 of this Agreement.

(c) “Local Government” means a city or county that has entered into a form of this agreement with the Department under the authority of ORS 305.620 for the Department to collect Local Taxes authorized under ORS 475B.345.

(d) “Local Tax” or “Local Taxes” means the Marijuana Tax imposed by City, together with any additional interest or penalties provided for by statute or the Department’s rules; it does not include any additional penalties or fees that City may assess against its Local Taxpayers.

(e) “Local Taxpayer” means a licensed Marijuana Retailer located in the taxing jurisdiction of City.

(f) “Marijuana Retailer” has the meaning given in ORS 475B.015.

(g) “Marijuana Tax” means the tax imposed on sales of marijuana items by Marijuana Retailers pursuant to ORS 475B.345.

(h) “Marijuana Taxpayer” means a licensed Marijuana Retailer that is subject to the Marijuana Tax imposed by a Local Government.

(i) “Ordinance” means the ordinance adopted by the governing body of City and approved by the voters of City on November 8, 2016, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

(2) **General Administration.** The Department shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes, including but not limited to ORS 305.265, ORS 305.220, and ORS 314.400; making refunds; holding conferences with Local Taxpayers; handling appeals to the Oregon Tax Court; issuing warrants for the collection of unpaid taxes; determining the minimum amount of Local Tax economically collectible; and taking any other action necessary to administer and collect the Local Taxes. The Department has adopted rules addressing the requirements for paying taxes with currency and other matters related to the taxation of marijuana under ORS chapter 475B. City understands and agrees that such rules will be applied to Local Taxpayers.

(3) **Level of Service.** In performing its duties, the Department may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Department shall provide a level of services that are comparable to the level of services it provides in the administration of the State of Oregon marijuana tax laws and the collection of such taxes owed to the State of Oregon. If the Department deems it necessary to vary substantially from this standard, the Department shall first notify City of the need and obtain City’s consent. The Department shall provide all forms necessary for implementation of the Local Tax, including forms for Marijuana Tax returns, exemptions and refunds.

(4) **Transfer of Taxes to City.** Beginning at the end of the first full quarter after execution of this Agreement, the Department shall remit to City the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Department’s Fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Department shall notify City if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event described in Section 26 of this Agreement or other exigent circumstance, the Department is unable to transfer the Local Tax collected to City as provided in this Section. In that event, the Department shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to City. The Department may enter into an agreement with another state government agency to fulfill the requirements of this Section 4, provided that said government agency can comply with the requirements of this section.

(5) **Costs.** In order to recover its costs to collect and transfer the Local Tax as provided in this Agreement the Department shall be paid the following three fees:

(a) "Administrative Services Fee": Pays for the establishment and maintenance of financial systems needed to administer and distribute Local Taxes. The fee shall be calculated annually as a percentage of the equivalent of 60 hours of work conducted for the Department of Revenue by the Department of Administrative Services, divided among the Local Governments in proportion to the number of Marijuana Taxpayers in each Local Government.

(b) "Business Fee": Pays for the Local Tax administration activities set forth in this Agreement. The fee shall be calculated as a percentage of the Department's Business Division annual expenses for the administration of all marijuana taxes, with the total fee increasing in direct proportion to the number of Local Taxpayers. The total amount per Local Taxpayer billed to City under the Business Fee shall not exceed 0.05 percent of the Department's Business Division expenses for the administration of all marijuana taxes;

(c) "Core Systems Replacement fee": Charged only one time after execution of this Agreement and calculated as a flat fee per Local Taxpayer. The total Core Systems Replacement Fee shall not exceed two hundred dollars (\$200.00) per Local Taxpayer in the first full quarter following execution of this Agreement.

FOR EXAMPLE, in a hypothetical with the following assumptions:

250 Marijuana Taxpayers

50 Local Taxpayers in the City of Mainville

2 Local Taxpayers in the City of Middletown

Business Division's Marijuana Expenses: \$500,000 per year

Hourly DAS rate: \$99/hour

The fees would be calculated as follows:

Administrative Services Fee = $(\$99/\text{hour} * 60 \text{ hours}) / 250 \text{ Marijuana Taxpayer} =$
\$23.76 per Local Taxpayer per year

Business Fee = $\$500,000 \text{ in marijuana expenses per year} * 0.05\% =$ \$250 per
Local Taxpayer per year

Core Systems Replacement Fee = \$200 per Local Taxpayer, one time

City of Mainville, year 1: $(\$23.76 \text{ Administrative Services Fee} + \$250 \text{ Business Fee} + \$200 \text{ Core Systems Replacement Fee}) * 50 \text{ Local Taxpayers} =$ \$23,688 in costs

City of Mainville, subsequent years: (\$23.76 Administrative Services Fee + \$250 Business Fee) * 50 Local Taxpayers = \$13,688 in costs

City of Middletown, year 1: (\$23.76 Administrative Services Fee + \$250 Business Fee + \$200 Core Systems Replacement Fee) * 2 Local Taxpayers = \$947.52 in costs

City of Middletown, subsequent years: (\$23.76 Administrative Services Fee + \$250 Business Fee) * 2 Local Taxpayers = \$547.52 in costs

(e) In addition to the Fees described above, the Department may withhold or invoice City for the Department's costs to administer extraordinary services not described in this Agreement related to the Local Tax; such extraordinary costs may include, without limitation, requests for audits from City that exceed the scope of the Department's normal audit procedures, requests for research or advice from the Department or the Oregon Department of Justice attorneys, or specially appointed counsel, regarding the Local Tax.

(f) If the Department determines that its costs cannot be covered by the maximum fees outlined in this Section 5, the Department will notify City of the amount by which the Department has determined the Fees must increase. If the Department and City do not agree upon a Fee increase and related amendment to this Agreement, then this Agreement may be terminated by either party in accordance with Section 16 of this Agreement.

(g) The Department shall not collect more in fees than its costs to administer the Local Tax, per ORS 305.620(5). It is using the above formula in the interests of producing its best estimate of costs.

(6) Withholding for Fees and Rebate. The Department shall withhold from the Local Taxes collected and each transfer to City an amount equal to four percent (4%) of the Local Taxes collected. In the first quarter of each calendar year the Department will reconcile the amounts withheld in the previous year with the total fees assessed, and provide such reconciliation in the Department's annual report described in Section 10 of this Agreement. If the amount withheld in a calendar year exceeds the amount of the Department's Fees, the Department will rebate the balance of the Local Taxes withheld to City by the end of the first quarter following the year of withholding. If the amount withheld does not cover the Department's Fees for the preceding year, the amount of the shortfall will be withheld from subsequent transfers of Local Taxes collected until the Department's Fees are fully paid, or in its discretion the Department may invoice City for the unpaid amount of the Department's Fees.

(7) Recovery of Overpayments. If the amount of Local Taxes paid to City under this Agreement, exceed the amount to which City is entitled, the Department may, after notifying City in writing, withhold from later payments due City under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

(8) Department Quarterly Reports. Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Department shall provide City with a report indicating the amount of Local Taxes collected, any extraordinary costs assessed, the amount withheld under Section 6 of this Agreement and the cumulative amount of delinquent Local Taxes for each Marijuana Retailer in City jurisdiction. The information in this report must be treated as potentially revealing Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in a report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.

(9) Department Annual Reports. In the first calendar quarter of each year, the Department shall make a written annual report of the preceding calendar year to City showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount withheld by the Department under Section 6 of this Agreement, and shall show the Department's expenses by its Fee categories. In such report, the Department shall also make recommendations concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Department deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in the report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.

(10) City Reports. Within sixty (60) days of the effective date of this Agreement, City shall provide the Department with a list of Local Taxpayers in its jurisdiction and a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. City shall provide an updated list of Local Taxpayers to the Department each calendar quarter thereafter. City shall review all reports and reconciliations provided by the Department and promptly notify the Department of any perceived errors or omission in such reports.

(11) Records Maintenance and Access. Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it that are established under ORS 192.005 to 192.170. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.

(12) Ordinance and Notification of Changes. Contemporaneous with the execution of this Agreement, City shall provide a copy of the Ordinance to Department for incorporation into this Agreement as Exhibit B. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in the City's boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement. The parties shall cooperate in amending the Ordinance or in seeking amendments to ORS 475B.345 or ORS 305.620 which they deem necessary.

(13) Information. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes in the Ordinance, and all correspondence relating to public relations will be handled by City. The Department shall promptly notify City of any matter arising in the administration of the Marijuana Tax that would require any legislative change or affect City policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall prohibit the Department from conducting its own outreach activities to increase awareness and knowledge of local tax obligations.

(14) Limits and Conditions. To the extent limited by applicable provisions of Article XI of the Oregon Constitution or other governing law, and within the limits of the Oregon Tort Claims Act applicable respectively to the Department and City, each party shall indemnify the other for damage to life or property arising from their respective duties and obligations under this Agreement, provided neither party shall be required to indemnify the other for any such liability arising out of a party's own negligent or wrongful acts.

(15) Confidentiality.

(a) Confidential Information may be disclosed only to City as principal, by the Department as its agency, for purposes of carrying out the administration of the Local Tax imposed by City. Requests for Confidential Information shall be made by City by giving not less than ten (10) days' notice to the Department, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of information is not feasible, the Department shall so advise City.

(b) ORS 314.840(3) requires that employees and representatives of City who receive Confidential Information must be advised in writing of the provisions of ORS 314.835 and 314.991(3), relating to the penalties for unlawful disclosure. Prior to being given access to Confidential Information, all City employees involved in the performance of this Agreement must review the DOR Secrecy Clause and sign the DOR Secrecy Laws Certificate (substantially

in the form of Exhibit A, attached hereto and by this reference incorporated herein) certifying the employee understands the confidentiality laws and the penalties for violating them. Annually thereafter, (on or before a date specified by the Department), such [City/County] employees must review and sign the latest versions of the Secrecy Clause and the Secrecy Laws Certificate. All signed Secrecy Laws Certificates must be immediately emailed to both the designated Department Authorized Representative (indicated below) and the Department's Disclosure Office (disclosure.office@oregon.gov). When the employee terminates, [City/County] will forward the certificate to the Department's Disclosure Officer. A listing of every person authorized to request and receive Confidential Information identified in this Agreement will be sent to the following designated representative:

John Galvin, Marijuana Tax Program Manager, marijuanatax.DOR@oregon.gov

(c) Upon request and pursuant to the instructions of DOR, City shall return or destroy all copies of Confidential Information provided by DOR to City, and City shall certify in writing the return or destruction of all such Confidential Information.

(d) The administrative rules implementing ORS 314.835 and ORS 314.840 as amended from time to time during the term of this Agreement, shall apply to this Agreement.

(16) Term. The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party at its discretion upon at least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section or Section 17 below, City and the Department will continue to perform their respective duties and obligations of under this Agreement. After the termination date, the Department will cease all collection and other activities under this Agreement, unless prior to the termination date the Department and City agree in writing that the Department may continue actions that are pending before the Oregon Tax Court or the Oregon Supreme Court, or are being collected after judgment or stipulation. In addition, after the termination date the Department will continue to remit to City any Local Taxes received by the Department, after deduction of the Department's actual costs, until all matters pending on the date of termination have been resolved or collected. The Department will administer the Local Tax for City for each calendar quarter commencing after this Agreement is executed; provided, however, if this Agreement is fully executed on or before the 15th day of the calendar quarter, the Department will administer the Local Tax for the quarter in which this Agreement is executed.

(17) Default and Remedies. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance within ninety (90) days after the other party provides written notice specifying the nature of the nonperformance. If the nonperforming party does not cure its nonperformance, or provide a satisfactory explanation to the other party of its performance under this Agreement, the other party may terminate this Agreement immediately or at a later date specified in written

notice provided to the nonperforming party. In addition to termination of this Agreement, in the event of default by a nonperforming party, the other party may pursue any remedies available in law or equity, including an action for specific performance.

(18) Notices. All notices, documents, and information shall be sent as follows:

City of Astoria	Oregon Department of Revenue
Attention Finance Department	Marijuana Tax Program
1095 Duane Street	PO Box 14630
Astoria, OR 97103	Salem, OR 97309

(19) Amendments. The provisions of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

(20) Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties, their assigns, and successors.

(21) Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(22) Representations. Each party represents to the other that the making and performance of this Agreement: (a) have been duly authorized by its governing body or official, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board or other administrative agency or any provision of any applicable local charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the party is bound.

(23) Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between the Department and City regarding the enforcement or interpretation of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. The parties understand and agree that any action brought to determine the amount of Local Tax owed by a Local Taxpayer, whether brought solely by the Department or in conjunction with City shall be brought solely in the Oregon Tax Court.

(24) Nonappropriation. The obligation of each party to perform its duties under this Agreement is conditioned upon the party receiving funding, appropriations, limitation, allotment,

or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, sections 7 or 10 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each party.

(25) Survival. All rights and obligations of the parties under this Agreement will cease upon termination of the Agreement, other than the rights and obligations arising under Sections 14, 16 and 17, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accruing to a party prior to termination.

(26) Force Majeure. Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

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

(28) Merger. This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement.

Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Oregon Department of Revenue

Name/Title:

Signature:

Date signed:

City:

Name/Title:

Signature:

Date signed:

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a38677
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Date: 2016.11.09 15:40:08 -0800

EXHIBIT A

DOR

SECURITY CLAUSE

and

SECURITY LAWS CERTIFICATE

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SECURITY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- **Income tax***—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- **Inheritance tax**—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- **Industrial property tax**—Up to \$10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- **Timber tax**—Up to \$5,000 fine; dismissal from state employment. (ORS 321.686)
- **Employment Department**—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]

* These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).

Penalties for unauthorized disclosure of federal tax information

- **IRC Sect. 7213**—Felony; up to \$5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- **IRC Sect. 7213A**—Up to \$1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.

** Damages may include \$1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

150-800-033 (Rev. 2-11)

• Transient lodging tax	ORS 320.330
• Cigarette tax	ORS 323.403
• Tobacco products tax	ORS 323.595
• Emergency communications tax	ORS 403.230
• Oil and gas production tax	ORS 324.170
• Hazardous substances tax	ORS 453.410
• Petroleum products tax	ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

ORS 308.413

(1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:

(a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.

(b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.

(c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.

(2) The Department of Revenue shall make rules governing the confidentiality of information under this section.

(3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding \$10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forestland pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena

150-800-033 (Rev. 2-11)

or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding \$5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4) The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.



SECRECY LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6),
ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.
The laws have been explained to me.
I have been furnished with a copy of the laws.
I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

VENDORS, CONTRACTORS, BUSINESS PARTNERS

PRINT your full name	Business telephone number
Print full name of business or organization for which you are acting in an official capacity	
Address of business or organization	SSN (Collection agency employees only)
What is the nature of your business?	Duration of contract or visit
Revenue contact	Area where you'll be working
Signature X	Date

REVENUE EMPLOYEES

PRINT your full name	Date
Signature X	

AGENCY USE

In Compliance Not in Compliance



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

November 10, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

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

PURPOSE

The Astoria City Council held a hearing and first reading of an Ordinance on November 7 to gain input regarding the Council's consideration and potential adoption of the proposed Astor West Urban Renewal Plan First Amendment (the Amendment). A second reading of the Ordinance to adopt the Amendment is scheduled for the November 21, 2016 meeting. The Amendment is designed for the Astor West Urban Renewal Area (Area), an area of 217.55 acres. The reason for urban renewal is to provide a financing mechanism to fund improvements including transportation, storefront grants, and redevelopment and housing assistance.

BACKGROUND

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

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

Code design requirements. A potential housing program will be brought to ADC for review at a future date.

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

PUBLIC NOTICE

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

PROCESS

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

1. A public outreach campaign - "Come Bond with Us" - was launched in June 2016 with an open house on July 28, 2016 and October 25, 2016 along with a Planning Commission meeting where public testimony was taken.
2. Astoria Development Commission reviewed a list of potential projects on August 15, 2016 and on October 3, 2016 reviewed the proposed Amendment and accompanying Report, and a recommendation to forward it to City Council for adoption.
3. Review and recommendation by the Astoria Planning Commission. The Planning Commission reviewed the Amendment on October 25, 2016 and voted unanimously that the Amendment conformed to the Astoria Comprehensive Plan and recommended that the Astoria City Council adopt the Amendment and accompanying Report.
4. Notice to all citizens of Astoria of a hearing before the Planning Commission and City Council. Notice was provided by mailing to property owners through the utility bills and through email to paperless customers in September.
5. Forwarding a copy of the proposed Amendment and the Report to the governing body of each taxing district. The formal taxing districts letters were sent out on October 4, 2016. Informal notices were emailed to taxing jurisdictions the week of September 21, 2016.
6. Presentation of the Amendment to the Clatsop County Commission. This meeting occurred on October 26, 2016.
7. A hearing by the City Council and adoption of the proposed Amendment and accompanying Report by a non-emergency ordinance. The hearing was held on November 7, 2016 with no comments received. The second reading on the ordinance will be on November 21, 2016. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Astoria voters if a sufficient number of signatures are obtained on a referral petition.

ORDINANCE ADOPTING THE PLAN

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

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

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

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

This finding states the public purpose of the Amendment which is for the property in the Area to develop and redevelop according to the Comprehensive Plan. Property which is not developed or not fully developed and occupied does not contribute as much property taxes as fully developed property. The improvement of property in the Area will add to the tax base in the Area and further support additional economic activity in the Area.
3. The Amendment conforms to the Astoria Comprehensive Plan as a whole, and provides an outline for accomplishing the projects described in the Amendment, as more fully described in Section 405 of the Plan;

This finding is supported by Section 405 of the Amendment and the Planning Commission's conclusion that the Plan conforms to the Astoria Comprehensive Plan.
4. In connection with any residential displacement occurring as a result of the acquisition and disposition of land, provision has been made for displaced persons in the Relocation Section of the Report as required under applicable state and federal law;

The Amendment does not contemplate acquisition of property that would displace residents or businesses. Should the Amendment be amended to include such acquisition, the Agency would be obligated to provide relocation assistance.
5. The acquisition of real property provided for in the Amendment is necessary for the development of infrastructure improvements including parking improvements in the Area, for the development of public spaces and for assisting in private redevelopment of the Area;

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

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

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

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

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

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

An e-mail notification to the overlapping taxing districts was sent September 21, 2016. The Agency sent a written copy of the Amendment and the Report to the affected overlapping taxing districts on October 4, 2016. The letter included an invitation to provide comments in writing on the Amendment and Report on the Amendment. To date the City has not received written recommendations from the affected taxing districts.

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

RECOMMENDATION

It is recommended that the City Council hold the second reading of the ordinance and adopt the First Amendment to the Astor West Urban Renewal Plan.

Attachments:

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

By: K A C
Kevin A. Cronin
Community Development Director

ORDINANCE NO. 16-_____

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

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

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

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

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

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

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

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

WHEREAS, the City Council has not received written recommendations from the governing bodies of the affected taxing districts; and

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

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

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

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

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

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

to Section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in Section VIII of the Report; and

7. The City shall assume and complete any activities prescribed it by the Plan.

Section 2. The First Amendment to the Astor West Urban Renewal Plan is hereby approved based upon review and consideration by the City Council of the Amendment and Report, and the Planning Commission Recommendation, each of which is hereby accepted, and the public testimony in the record.

Section 3. The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

Section 4. The Agency shall thereafter cause a copy of the Amendment to be recorded in the Records of Clatsop County, Oregon.

Section 5. The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Amendment, including the provisions of ORS 457.135, in the *Daily Astorian* no later than four days following adoption of this Ordinance.

Section 6. For convenience, and as an administrative matter without additional approval of the Agency Board or the City Council, the Agency is authorized to prepare an updated Astor-West Urban Renewal Plan incorporating the First Amendment.

Section 7. The following documents are attached as part of this Ordinance:
Attachment B – Astor West Urban Renewal Plan First Amendment
Attachment C – Report on the Astor West Urban Renewal Plan First Amendment
Attachment D – Planning Commission Report and Recommendation on the Astor West Urban Renewal Plan First Amendment

Section 8. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF NOVEMBER, 2016.

APPROVED BY THE MAYOR THIS 21st DAY OF NOVEMBER, 2016.

ATTEST:

Mayor

Brett Estes, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Councilor

Nemlowill
Price
Warr
Mayor Arline LaMear

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

SECTION 100 - INTRODUCTION

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

SECTION 200 - DEFINITIONS

No changes.

SECTION 300 - DESCRIPTION OF URBAN RENEWAL PROJECT AREA BOUNDARY

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

SECTION 400 - OBJECTIVES

A. Public Facilities

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

Objectives:

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

B. Promote Private Development

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

Objectives:

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

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

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

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

Objectives:

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

E. Rehabilitate Building Stock

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

Objectives:

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

SECTION 405 - RELATIONSHIP TO LOCAL OBJECTIVES

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

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

Economic Goals

Goal 1:

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

Policies:

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

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

Goal 5:

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

Policies:

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

Goal 6:

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

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

Housing Goals

Goal 1:

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

Goal 2:

Maintain and rehabilitate the community's existing house stock.

Policies:

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

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

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

Transportation Goals

Goal 1:

The maintenance of a safe and efficient transportation system

Goal 2:

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

Goal 4:

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

Goal 8:

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

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

SECTION 500 - LAND USE AND DEVELOPMENT CONTROLS

No changes.

SECTION 510 - TRAFFIC CIRCULATION

No changes.

SECTION 520 - DEVELOPMENT CONTROLS

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

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

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

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

D. Development and Redevelopment.

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

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

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

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

A. General description of the proposed financing methods

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

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

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

B. Tax increment financing and maximum indebtedness

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

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

C. Prior Indebtedness –

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

SECTION 800 - ACTIONS BY THE CITY

No changes.

SECTION 900 - NON-DISCRIMINATION

No changes.

SECTION 1000 - AMENDMENTS

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

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

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

SECTION 1200 - SEVERABILITY

No changes.

SECTION 1300 - MAXIMUM INDEBTEDNESS

No changes.

SECTION 1400 - CITIZEN PARTICIPATION

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

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

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

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

Exhibit 1 – Project Area Boundary

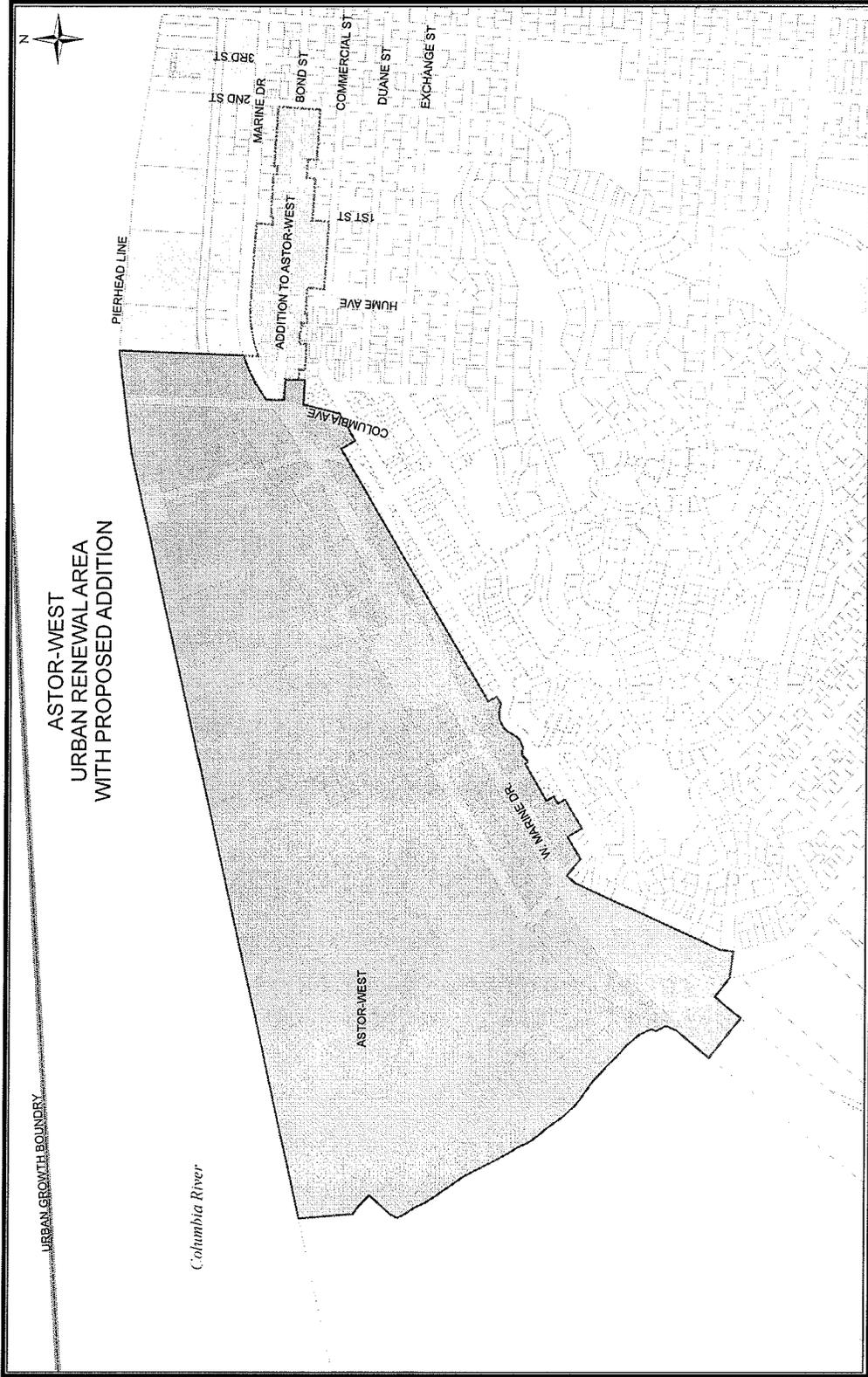


Exhibit 2 – Astor West Addition Legal Description

A portion of Section 7, Township 8 North, Range 9 West, Willamette Meridian, City of Astoria, County of Clatsop, State of Oregon, generally bounded by Columbia Avenue to the west, West Marine Drive to the north, 2nd Street to the east and Commercial Street to the south.

Beginning at the Northeast corner of the Donation Land Claim of Samuel Smith;

Thence westerly along the north line of Block 1, Taylor's of Astoria, 70 feet;

Thence northerly and parallel with the northerly extension of the east line of said Donation Land Claim, 36 feet;

Thence westerly, parallel with said north line of Block 1, to the west line of a right of way dedicated in Book 205, Page 685, 60 feet;

Thence northerly along said right of way to the south line of West Bond Street;

Thence westerly along the south line of West Bond Street to the east line of Columbia Avenue extended;

Thence northerly along said east line to the south line of West Marine Drive;

Thence northeasterly along the south line of West Marine Drive, across Hume Avenue, to the west line of Lot 5, Block A, Trullinger's Addition to Astoria;

Thence southerly along the west line of said Lot 5, 100 feet;

Thence easterly along a line parallel with and 85 feet northerly of the north line of West Bond Street to the west line of Lot 17 of said Block A;

Thence northerly along the west line of said Lot 17 to the north line of said Lot 17;

Thence easterly along a line parallel with and 100 feet north of the north line of West Bond Street to the east line of Lot 13 of said Block A;

Thence southerly along the east line of said Lot 13, 20 feet;

Thence easterly along a line parallel with and 80 feet north of the north line of West Bond Street to the east line of Lot 12 of said Block A;

Thence northerly along the east line of said Lot 12 to the north line of said Lot 12;

Thence easterly along a line parallel with and 100 feet north of the north line of West Bond Street to the west line of 2nd Street;

Thence southerly along the west line of said 2nd Street, across West Bond Street, to the south line of Lot 4, Block 17, McClure's Astoria;

Thence westerly along a line parallel with and 100 feet south of West Bond Street to the west line of Lot 2, Block 1 of Astoria by Hinman;

Thence northerly along the west line of said Lot 2, 50 feet;

Thence westerly along a line parallel with and 50 feet south of West Bond Street, across 1st Street, to the west line of 1st Street;

Thence southerly along said west line to the south line of Lot 1, Block 2, Astoria by Hinman;

Thence westerly along a line parallel with and 100 feet south of the south line of West Bond Street to the east line of Lot 13 of said Block 2;

Thence southerly along the east line of said Lot 13 to the north line of Commercial Street;

Thence westerly along said north line to the west line of Lot 18, Block 1, Trullinger's Addition to Astoria as Corrected;

Thence northerly along said west line to the north line said Lot 18;

Thence westerly along a line parallel with and 100 feet south of the south line of West Bond Street, across Hume Avenue to the west line of Tract A of said Trullinger's Addition;

Thence southerly along said west line 10.95 feet;

Thence westerly along a line parallel with the north line of Lot 10 Plat of Union to the east line of Flavel Street;

Thence northerly along said east line to a point 81 feet south of the south line of West Bond Street;

Thence westerly to a point on the west line of Flavel Street, said point being the northeast corner of that certain tract conveyed by Fritz Johansen and wife to Nester Kiiski by Deed recorded in Book 199, Page 656, Clatsop County Records, on July 29, 2948;

Thence westerly along a line parallel with the south line of West Bond Street to the northwest corner of said Kiiski tract;

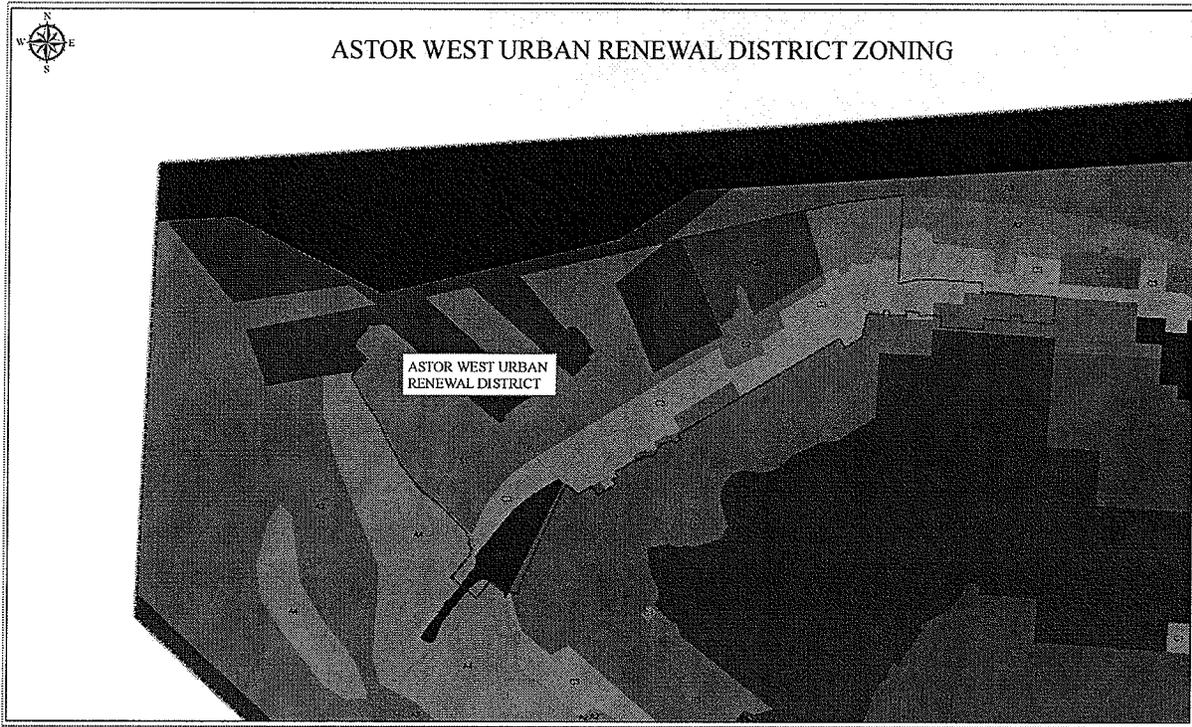
Thence north along the east line of a certain tract conveyed to Fritz Johansen and wife by Deed recorded in Book 200, page 619, Clatsop County Records, to the northeast corner of said tract, 6 feet;

Thence westerly along the north line of said tract, on a line parallel with the south line of West Bond Street, across Washington Street, to the west line of Washington Street;

Thence Southerly along the west line of Washington Street to the north line of the Plat of Union;

Thence westerly along the north line of said Plat to the northeast corner of the Samuel Smith Donation Land Claim and the Point of Beginning;

Exhibit 3 – Renewal Area Boundary and Zoning Map



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

City of Astoria
November 21, 2016

Prepared by

Elaine Howard Consulting, LLC
Elaine Howard
Scott Vanden Bos

Tiberius Solutions, LLC
Nick Popenuk
Rob Wyman

ECONorthwest
Kate MacFarlane

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I. INTRODUCTION

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

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

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

Figure 1. Amendment Area

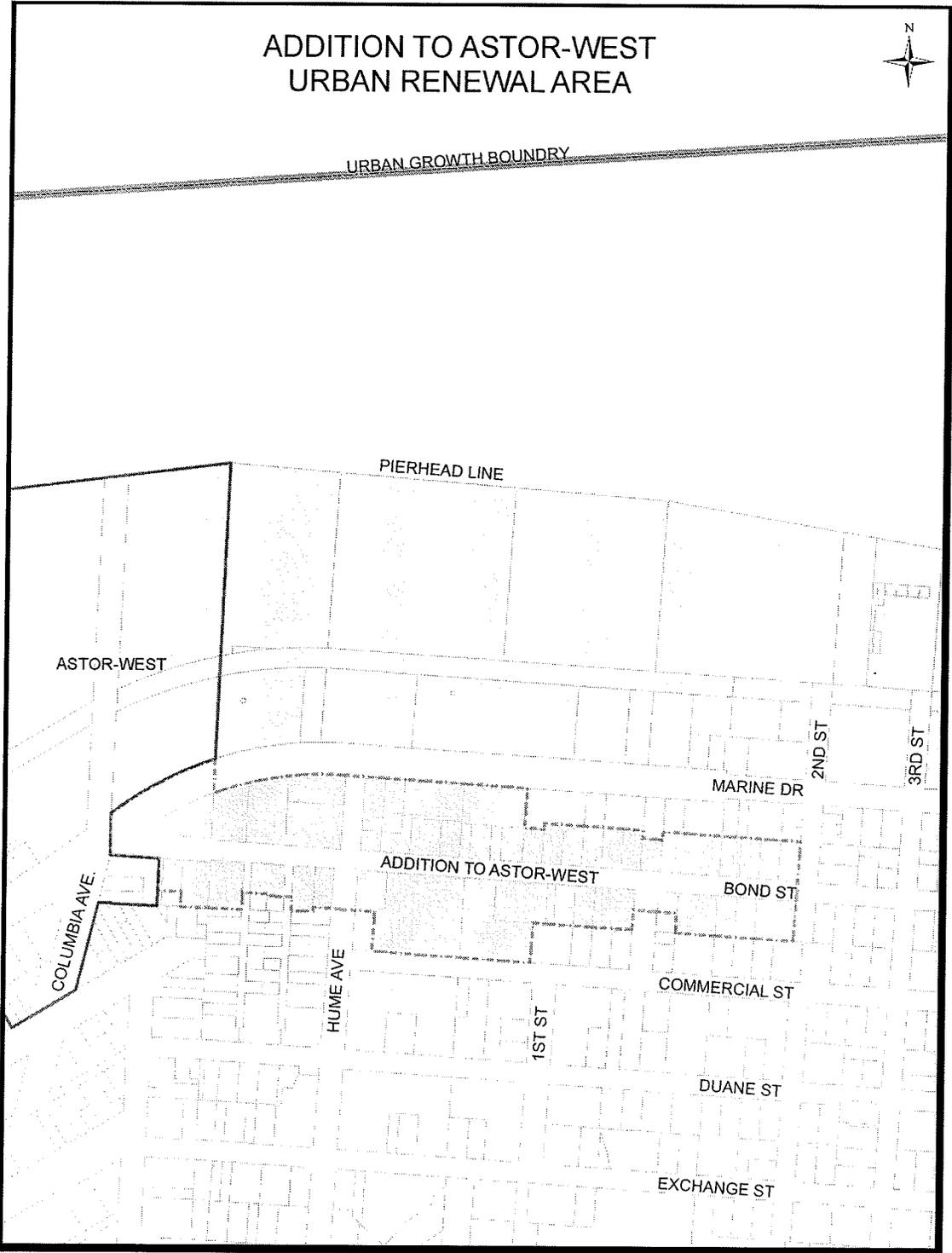
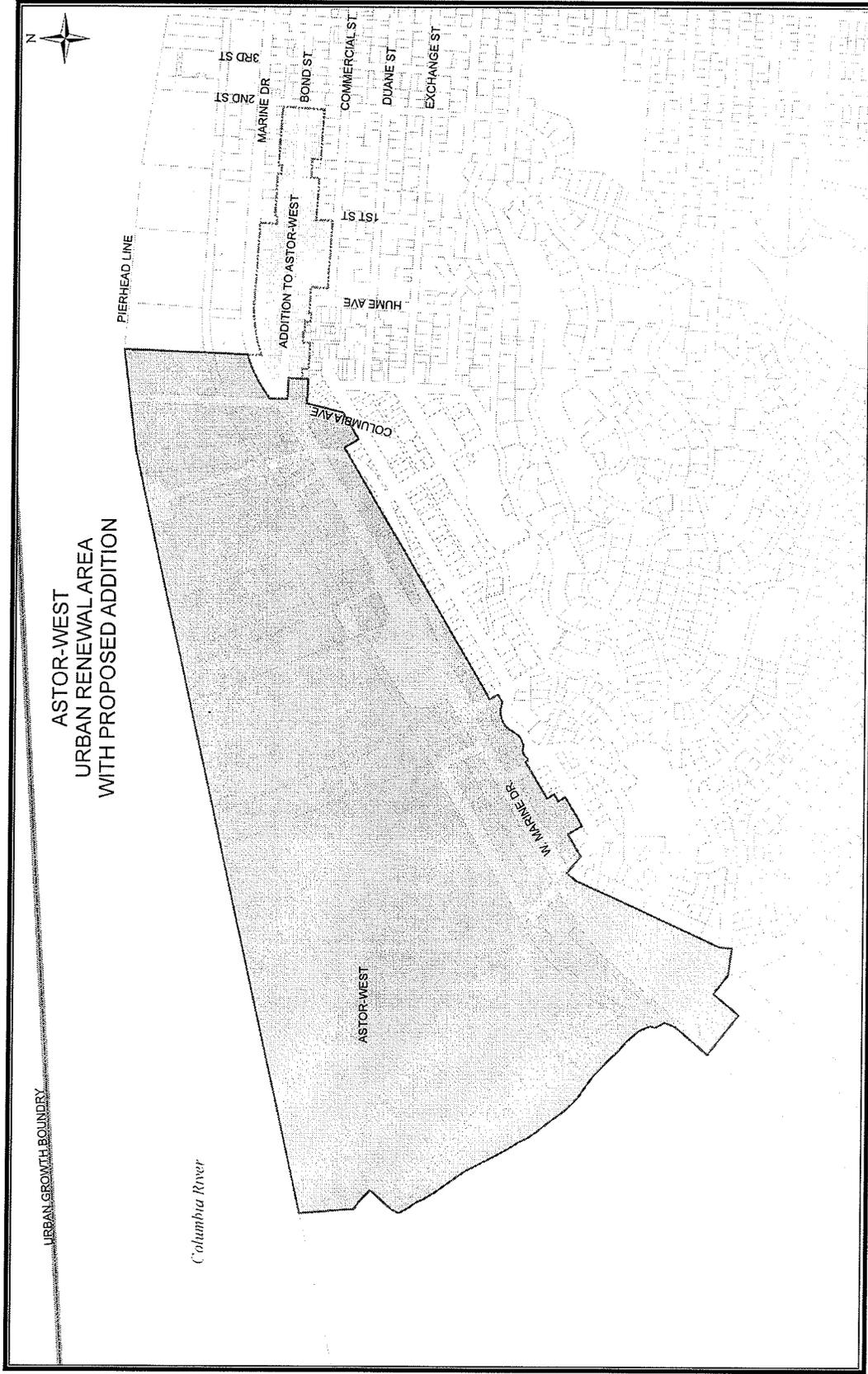


Figure 2. Astor-West Urban Renewal Area after Amendment



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

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

A. Physical Conditions

1. Land Use

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

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

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

Table 1. Land Use of Area

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

Source: Clatsop County Assessor

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

2. Zoning

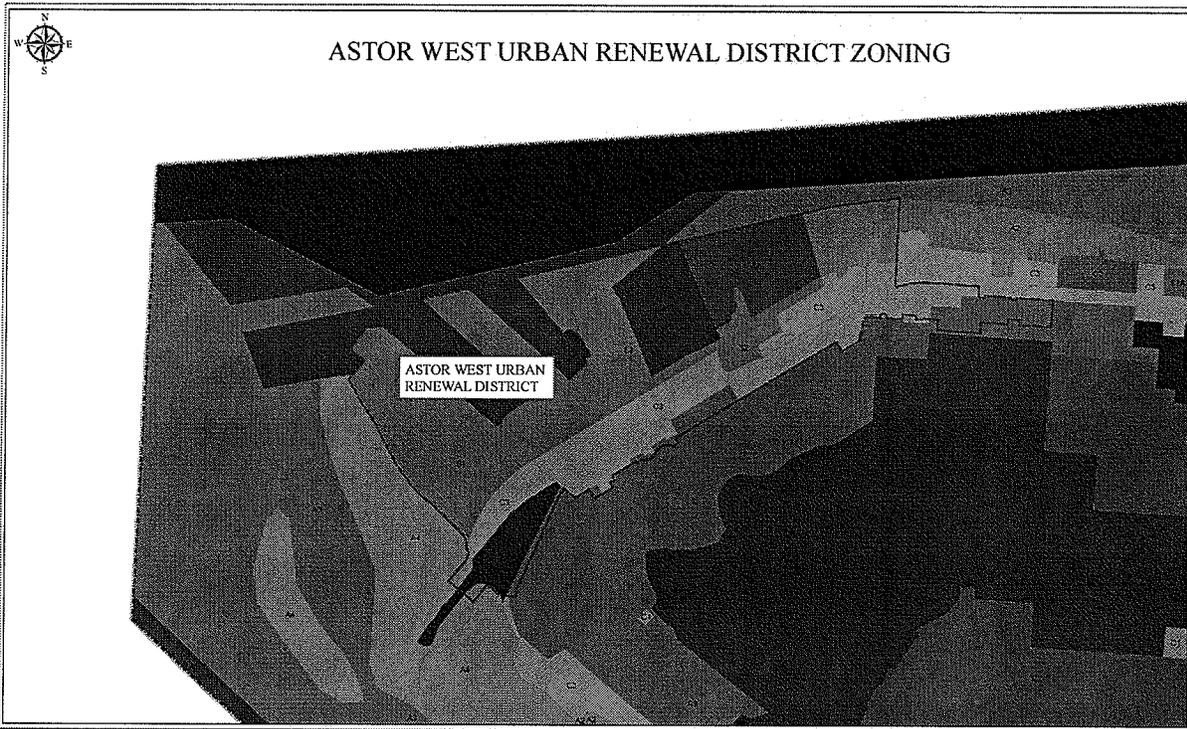
As illustrated in Table 2 and Figure 3, the Amendment Area contains 30 High Density Residential Zone tax lots comprising 5.39 acres. When combined with the existing area, there are 41 High Density Residential Zone tax lots for 6.62 acres. The Amendment also contains 13 General Commercial Zone tax lots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

Table 2. Existing Zoning of Area

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

Source: City of Astoria

Figure 3. Astor-West Zoning Designations



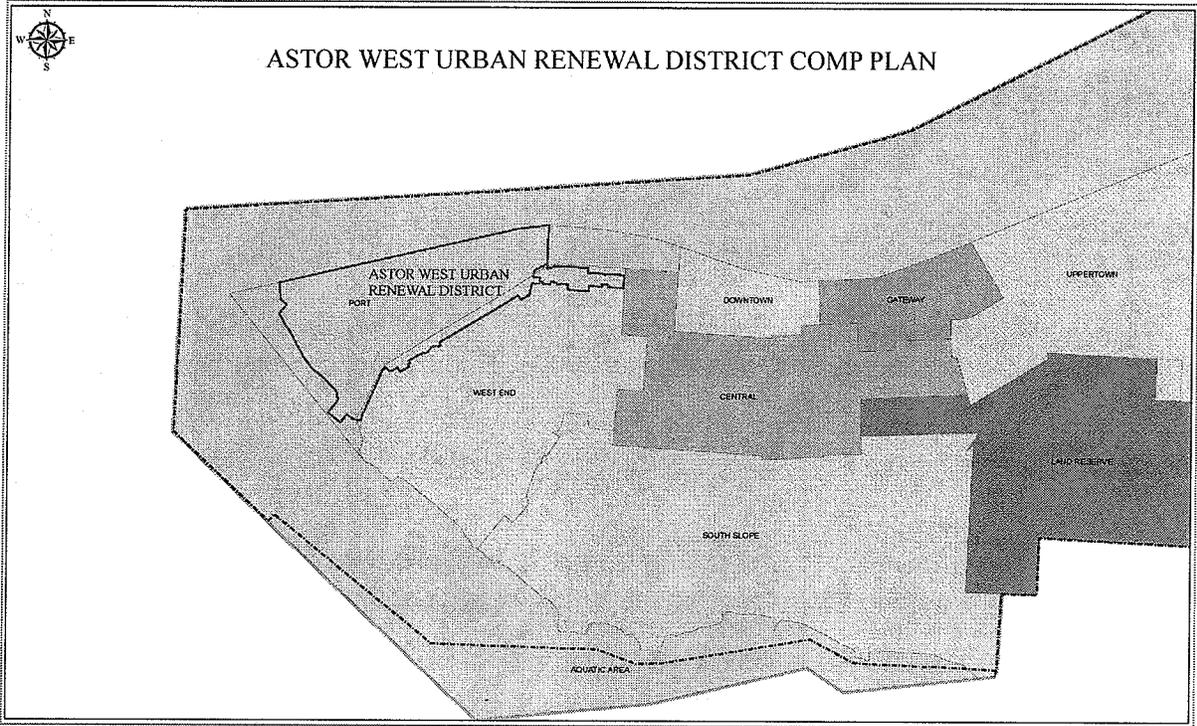
There are 43 tax lots in the Amendment Area all designated West End in the Astoria Comprehensive Plan, comprising 7.74 acres for a total of 108 West End tax lots making up 14.57 acres in the Area. The remainder of the property is designated as Port in the Astoria Comprehensive Plan.

Table 3. Comprehensive Plan Designations of Area

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

Source: City of Astoria

Figure 4. Astor-West Comprehensive Plan Designations



B. Infrastructure

1. Streets

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

Below are other projects that are listed in the Astoria Transportation Systems Plan¹ in the Area that indicate blighting conditions in the Area as defined by ORS 457.010.

Table 4. TSP Projects in the Area

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

¹ City of Astoria Transportation Systems Plan, Adopted April 21st 2014

Table 4. TSP Projects in the Area Continued

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

Table 4. TSP Projects in the Area Continued

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

2. Water

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

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

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

3. Storm Drainage

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

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

4. Sanitary Sewer

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

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

C. Social Conditions

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

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

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

Table 5. Race in the Area

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

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

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

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

Table 6. Age in the Area

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

Source: United States Decennial Census, Table P12, 2010

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

Table 7. Educational Attainment in the Area

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

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

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

Table 8. Travel Time to Work in the Area

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

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

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

Table 9. Mode of Transportation to Work in the Area

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

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

D. Economic Conditions

1. Taxable Value of Property within the Amendment Area

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

2. Building to Land Value Ratio

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

Table 10. Improvement to Land Value

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

Source: Clatsop County Assessor data

E. Impact on Municipal Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 11. Projects and Costs in Year of Expenditure Dollars

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

Source: City of Astoria

VI. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

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

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

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

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

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

PROJECT FUND	Total				
	2016-17	2017-18	2018-19	2019-20	2020-21
Resources					
Beginning Fund Balance					
Current Year TIF Collections	\$ 3,285,914	\$ 768,069	\$ 725,058	\$ 763,265	\$ 41,145
Prior Year TIF Collections	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	\$ 18,573	\$ 17,888	\$ 12	\$ 268	\$ 199
Total Resources	\$ 3,454,487	\$ 800,455	\$ 808,981	\$ 833,345	\$ 374,037
Expenditures (nominal \$)					
Materials and Services					
Street Improvements - West Marine Drive	\$ (398,300)	\$ (77,300)	\$ (79,600)	\$ (82,000)	\$ (84,400)
Street Improvements - Couplet: Bay to Hamburg	\$ (1,000,000)				
Street Improvements - Portway, Hamburg, Bay, Basin	\$ (1,330,000)				
Terminal/Multi-purpose bldg inc. public restroom	\$ (870,000)				
Bond Street Reconnect: Retaining Wall/Traffic Calming	\$ (50,000)				
Housing Rehabilitation (Bond Street)	\$ (400,000)				
Storefront Improvement Program	\$ (209,100)	\$ (51,500)	\$ (53,000)	\$ (54,600)	
Redevelopment Assistance	\$ (265,400)	\$ (51,500)	\$ (53,000)	\$ (54,600)	\$ (56,300)
Total Expenditures	\$ (7,032,137)	\$ (746,800)	\$ (769,100)	\$ (792,200)	\$ (374,037)
Ending Fund Balance					
	\$ 2,374	\$ 53,655	\$ 39,881	\$ 41,145	\$ -

Source: Tiberius Solutions, LLC

VIII. FINANCIAL ANALYSIS OF THE PLAN

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

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

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

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

Source: Tiberius Solutions, LLC

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

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

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

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

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

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

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

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

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

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

Source: Tiberius Solutions, LLC

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

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

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

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

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

Source: Tiberius Solutions, LLC

X. RELOCATION REPORT

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

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

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

Table 16. URA Conformance with AV and Area Limits

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

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

ATTACHMENT D



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

October 25, 2016

TO: ASTORIA PLANNING COMMISSION

FROM: KEVIN CRONIN, COMMUNITY DEVELOPMENT DIRECTOR

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

DISCUSSION / ANALYSIS

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

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

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

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

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

CONFORMANCE WITH ASTORIA COMPREHENSIVE PLAN

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

Economic Goals

Goal 1:

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

Policies:

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

Goal 5:

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

Policies:

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

Goal 6:

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

industry, and commercial development.

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

Housing Goals

Goal 1:

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

Goal 2:

Maintain and rehabilitate the community's existing house stock.

Policies:

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

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

Transportation Goals

Goal 1:

The maintenance of a safe and efficient transportation system

Goal 2:

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

Goal 4:

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

Goal 8:

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

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

STAFF RECOMMENDATION

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

PLANNING COMMISSION MOTION AND VOTE

Recommendation/Suggested Motion(s):

Option 1:

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

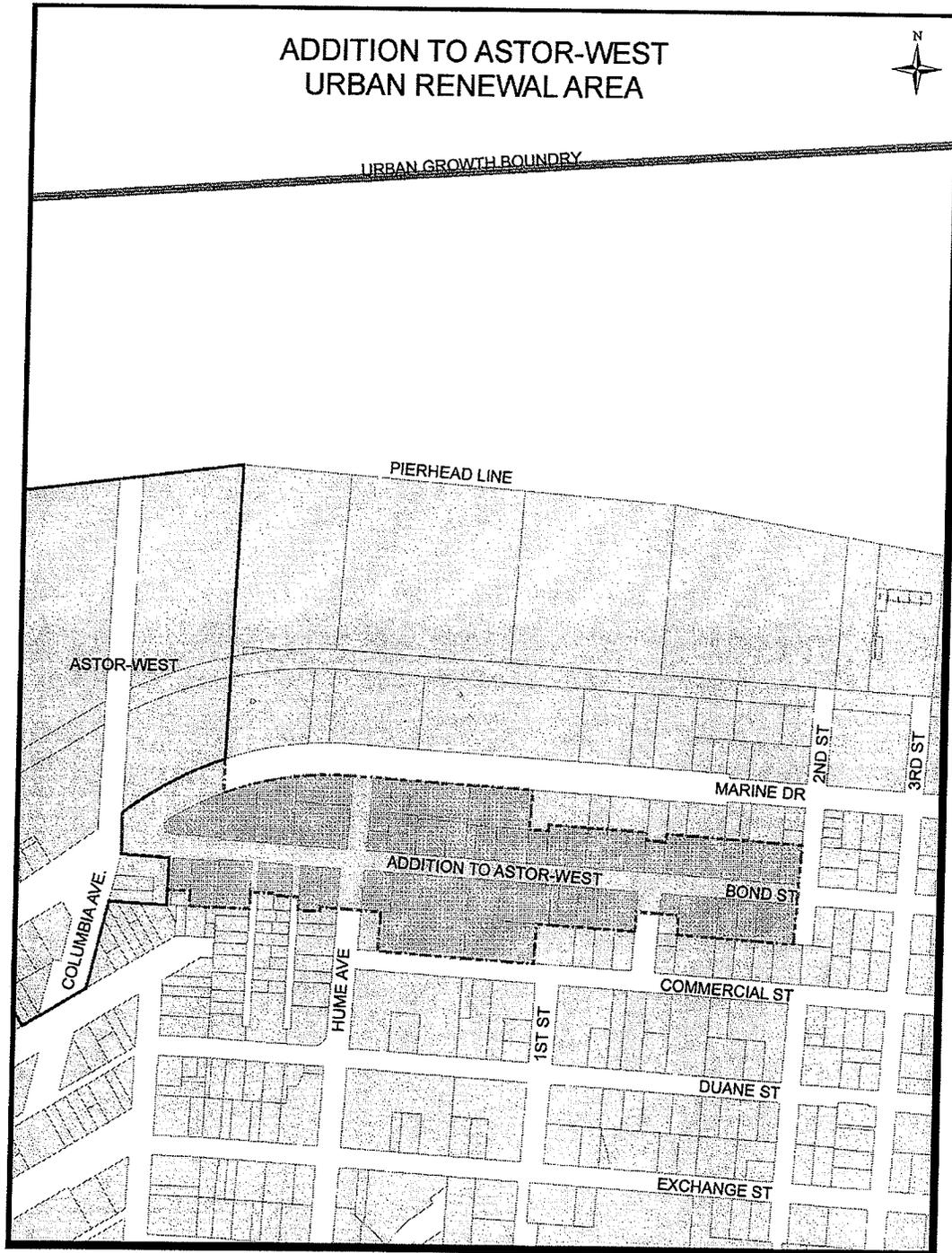
Option 2:

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

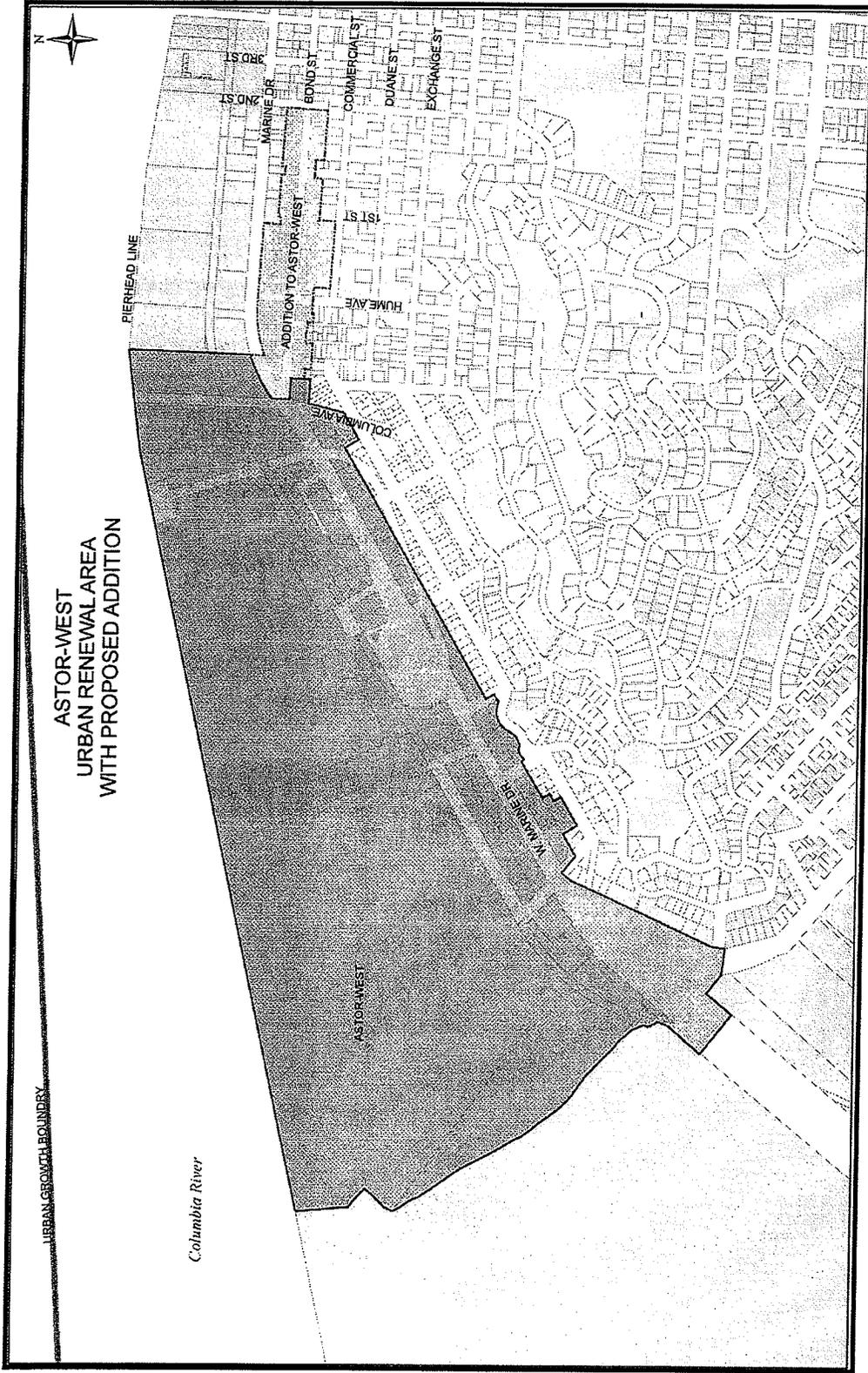
Attachments:

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

Attachment 1: Area to Be Added



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





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

November 16, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SCANDINAVIAN IMMIGRANT MONUMENT, FURTHER DIRECTION NEEDED

DISCUSSION

During the Monday, August 15th regular meeting, City Council gave direction to establish an agreement that meets the needs of the Astoria Scandinavian Heritage Association (ASHA) and the Parks and Recreation Department to construct and maintain a Scandinavian Immigrant Monument at People Place Park. Since the City Council provided this direction, Parks staff has been working with Loran Mathews, Astoria Scandinavian Heritage Association President, to come to a mutually agreeable maintenance plan; however, this has been achieved.

Department Staff, Spring 2016

Prior to the proposal being presented to City Council, Parks and Recreation Department staff reviewed the proposal and provided feedback in Spring of 2016 regarding maintenance needs and shared concerns about the Parks and Recreation Department's ability to maintain the monument. Staff shared that over the past decade we have seen some unattractive sites as well as hazardous conditions develop, and citizens demanding higher levels of care.

At the conclusion of these conversations, staff shared the success that partners like the Friends of the Astoria Column and the Friends of McClure Park have had in making additions and improvements to Park sites in conjunction with adopting the site and assisting with maintenance responsibilities. Staff suggested that ASHA consider their ability to contribute to the maintenance of the monument and Park as it would be needed to keep the monument in a safe and attractive state and expressed that based on recent discussions relating to the Parks and Recreation Comprehensive Master Plan that Park Advisory Board Members may also have concerns about adding an additional park amenity/requirement without the resources to maintain it.

Parks and Recreation Advisory Board, June 2016

During the June 22, 2016 Parks and Recreation Advisory Board meeting, Loran Mathews, and Carol Lyngstad (ASHA Treasurer) presented the proposal to the Parks and Recreation Advisory Board. The presentation included images and a description of the proposed monument and surrounding site. Loran and Carol added that the monument could help fill Astoria's shortage of urban plazas identified in the Parks and Recreation Comprehensive Plan

and that there is a large amount of support in the community for the monument and volunteers could help maintain the site.

Following this presentation, Park and Recreation Advisory Board members and the ASHA representatives discussed partnering together to build a low maintenance design and how to maintain the monument and park. ASHA representatives stated that they had a large number of multi-generational volunteers able to assist with maintenance of the monument and park, and believed they could make adoption commitments, to the park and set an example for the City and community on how to establish future partnerships, as recommended by the Parks and Recreation Comprehensive Master Plan.

Based on this discussion and ASHA's commitment to adopt and maintain the sites, the Parks and Recreation Advisory Board provided a recommendation based upon a formal adoption agreement of the park. The Parks and Recreation Advisory Board concluded that the ASHA would need to include not only fundraising for construction but for the monuments ongoing care and maintenance and unanimously agreed to recommend the Scandinavian monument project to City Council contingent upon a formal park adoption agreement.

City Council, August 2016

During the August 15, 2016 regular City Council meeting, Loran and other ASHA members presented the proposal to the City Council. The presentation included the images and a description of the proposed monument and surrounding site. Following the presentation, City Council discussed an agenda item to provide direction for a possible Scandinavian Immigrant Memorial Monument to be located at People Place Park. During the Council meeting, ASHA shared a perspective different from the Park's Board presentation that they were an aging group and "too old to volunteer" to maintain the monument and adopt the Park and without the resources to do so. At the conclusion of this discussion, City Council gave direction to establish an agreement that meets the needs of the Astoria Scandinavian Heritage Association (ASHA) and the Parks and Recreation Department to construct and maintain a Scandinavian Immigrant Memorial Monument at People Place Park.

Department Staff, September 2016

Since City Council provided this direction, staff has been working with Loran Mathews, Astoria Scandinavian Heritage Association President to create a mutually agreeable plan. To try and bridge the gap, Parks staff asked if ASHA would be willing to commit to maintaining just the monument versus the entire park site. They responded that they could not, and that they do not have the resources or volunteers to make any commitments. I explained that although ASHA was not asking the City for funds to build it, ASHA was asking to build it on City land, and asking to City to care for and maintain it, which comes at a cost. Staff concluded the conversation explaining, that although they believe the Scandinavian Immigrant Monument would be a wonderful addition to People Place Park, the Parks Department is struggling because under current funding scenarios they do not have the ability to maintain it without taking away maintenance resources from other parks in the City. Staff has reviewed how the increased maintenance requirements at People Place Park with the monument (and increased pedestrian traffic) would reduce resources for maintenance at other park sites. This would in effect decreased maintenance at those other parks, assuming there would not be additional City funds budgeted specifically for maintaining this park.

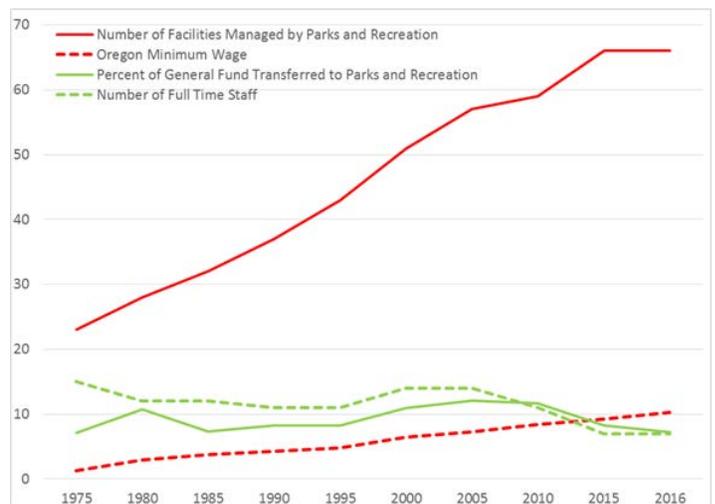
Currently, the City contracts with Greensmith Landscaping to provide grounds maintenance at People Place Park, while the Parks and Recreation Department staff are responsible for garbage removal, tree trimming, and the various unforeseen maintenance needs. Below is a chart representing our current standard annual maintenance costs in addition to the maintenance the monument would require.

Work Description	Estimated Labor Per Occurrence	Occurrences per Year	Total Annual Cost
Work currently being contracted and completed by Greensmith			
Spring cleanup	6 - 7.7	1	\$270
Mowing and trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc.	2.5 - 3.2	27	\$3,038
Edging of all sidewalks, driveways and curbs	1.25 - 1.6	14	\$788
Flower beds' chemical and manual weeding and deadheading	0	22	\$0
Fertilizing flower beds and containerized flowers	0	3	\$0
Landscape planting bed and tree base weed removal by chemical and manual means	4 - 5.1	4	\$720
Fall Cleanup, includes summer and annual flower removal	5 - 6.4	2	\$450
Applications of fertilizer and weed control to all turf areas	1 - 1.3	2	\$265
Aerating of turf	3 - 3.9	1	\$135
Shrub shaping	4 - 5.1	6	\$1,080
Shrub fertilization	2 - 2.6	1	\$90
Total	20.75 - 39.5		\$6,836
Work currently being completed by Parks and Recreation Department Staff			
Debris pick up and removal	0.25	104	\$1,560
Tree trimming	6	1	\$300
Total			\$1,860
Current total cost to maintain Peoples Park in its current state			\$8,696
Additional work that would need to be performed with the addition of the Scandinavian Monument			
Pressure Washing	16	2	\$1,280
Graffiti Removal	.25 - 6	12	\$1,600
Herbicide Application	2	2 - 3	\$670
Additional Time weed-eating around hardscapes	0.5	27	\$540
Additional time blowing debris from hardscapes	0.5	27	\$320
Additional Garbage Collection	0.25 - .5	146	\$2,860
Total			\$7,270
Cost to maintain Peoples Park with the addition of a Scandinavian Monument			\$15,966

plus compounding 3% annual inflation

FY 2017 - 2018	\$16,445
FY 2018-2019	\$16,938
FY 2019 - 2020	\$17,446
FY 2020-2021	\$17,970
And so on ...	

As you can see the needed annual maintenance cost would be minimal with the proposed low maintenance design. The challenge is the Parks and Recreation Department's requirements far exceeds its resources, and the addition of any park land or amenity without the resources to maintain it will only increase the imbalance. As you are aware, staff is preparing an analysis of funds needed to sustain current levels of services or conversely options for Parks service cuts, should additional funds not be secured. If Council provides direction that the City should maintain the monument, this will be factored in to the overall analysis of funds needed to sustain the Department in the future, or conversely will be factored in as an item to remain in place should service cuts in other areas be needed.



The issue at hand before City Council is a request for Council to provide clarification as to the intent of the motion where it was stated an agreement should be developed that meets the needs of ASHA and the City. Both ASHA and Parks staff feel that having additional direction from Council would provide better clarity. Representatives from ASHA and Park's staff will be present to answer questions.

RECOMMENDATION

It is recommended that Council provide direction regarding the Scandinavian Immigrant Memorial Monument at People Place Park and their intent for maintenance responsibilities.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation



ASTORIA SCANDINAVIAN HERITAGE ASSOCIATION

P. O. BOX 34, ASTORIA, OREGON 97103 USA

PROPOSAL FOR MEMO OF AGREEMENT:

1. The Astoria Scandinavian Heritage Association (ASHA) will develop a design to enhance the current city park located between 15th and 16th street on the Astoria Riverwalk. The Scandinavian Immigrant Park will honor the thousands of Scandinavian immigrants who settled in the North Coast region and whose values are imprinted in our community.
2. ASHA will work with the City of Astoria Parks and Rec Department, Engineering Department, Community Development, Historical Landmarks Commission, and Design Review Committee and others as necessary to develop a design that is as low maintenance and permanent as possible.
3. ASHA will provide for power washing the completed park twice a year for three years.
4. ASHA will organize the Scandinavian community (ASHA, festival committee, lodges) for spring "Chip-In" park clean-up in the spring for three years.
5. ASHA will work with community service groups that may want to "adopt" the park as a service project.
6. ASHA will encourage members of the Scandinavian community to continue to assist in park maintenance and clean up in the future and to renew this agreement at its conclusion.

Signed: _____
Loran Mathews, President

Date: _____

Rationale:

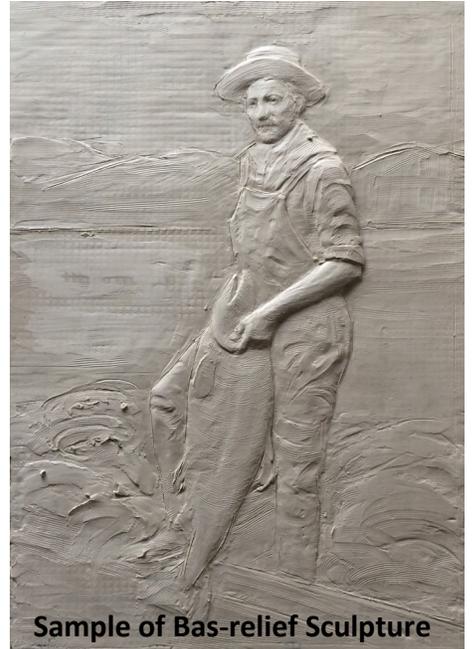
Members of the Scandinavian Immigrant Park Committee have been meeting with the City of Astoria Parks and Rec director since the fall of 2015. In June 2016 AHSA presented their design proposal to the Parks and Rec board and received authorization to present to the City Council. In August 2016 Councilor Zetty Nemlowill made a motion seconded by councilor Russ Warr for the City of Astoria Park and Rec Department to make an agreement with ASHA that both groups can live with so that this civic project can move forward. Members of the Immigrant Park Committee met with Parks and Rec Director Cosby and there was discussion concerning misunderstanding between what the Parks and Rec Board thought they had agreed to and what the City Council had approved. In discussing these differences with City Manager Bret Estes and after his discussion with Mayor LaMear it was decided that we should discuss this further with the City Council at their meeting on Nov. 21.

Momentum for the Scandinavian Immigrant Park proposal is at a standstill until the Astoria Scandinavian Heritage Association receives approval from the City to proceed. We are proposing an agreement that we feel can be accomplished by our members and hope that we can move forward as soon as possible as our project has been well received both locally and from outside the immediate area. Several donors are anxious to move forward with design, costs and construction.

Scandinavian Immigrant Park Proposal



Street View from Marine Drive



Sample of Bas-relief Sculpture

The **Astoria Scandinavian Heritage Association** is the non-profit partner of the Astoria Scandinavian Midsummer Festival Association.

The **Mission of ASHA** is preserve traditional Scandinavian culture and heritage through educational opportunities in areas of customs, language, food and the arts and to educate the citizens of Clatsop County and surrounding areas about the culture and heritage of the Scandinavian countries.

City of Astoria: According to the 1910 census there were 9599 inhabitants in Astoria and 35 % of the population identified as Scandinavian. The proposed Scandinavian Immigrant Park will honor the immigrant tradition that brought thousands of Scandinavians to Oregon's North Coast in the late 1800s and early 1900s. It will be erected in a public space to make locals and visitors aware of the ethnic heritage that contributed immensely to the fabric of our community. It will honor families that said their last good-bye in Scandinavia and moved to Astoria to become Americans. The park will educate locals and visitors about the City's rich history that has been influenced by its citizens from Scandinavia.

The proposed **Scandinavian Immigrant Park** will fill a need mentioned in the City of Astoria Parks and Rec Master Plan for more urban plaza space. ASHA intends to work with Parks and Rec throughout the planning process to gain their input and approval for the design. The proposed park is NOT a new park but an enhancement to a current park already under Parks and Rec jurisdiction.



Footprint of proposed park enhancement

The **proposed park** is at the site of the former People's Park on Marine Drive between 15th and 16th. The park is bordered on the north by the Astoria Trolley tracks, the River Walk, and the Columbia River. Marine Drive is on the south and the park is close to the Welcome to Astoria sign and the Columbia River Maritime Museum. The park will be visible, accessible, and welcoming.

Details and more information are available at:
www.fromscandinaviatoastoria.org



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 10, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WATERFRONT BRIDGES REPLACEMENT PROJECT (6TH – 11TH STREETS)
DESIGN UPDATE**

DISCUSSION

Where each of the City's numbered streets between 6th and 11th Streets meet the Columbia River, a short bridge connects the solid-ground road to the over-water pier structure. These waterfront bridge structures are of utmost importance to the City as they provide access to critical portions of our waterfront. They provide both pedestrian, vehicular, and trolley access to many businesses and attractions. In addition, they provide essential emergency vehicle access to the waterfront. Currently the structures are all vehicular load limited.

In September 2014, the City entered into an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for the design phase of the Waterfront Bridges Replacement Project that will replace these six bridge structures. Then in April 2015, OBEC Consulting Engineers, Inc. (OBEC) was hired by ODOT as the engineering design consultant for this project. Since that time, OBEC has performed design to about 45 percent completion.

As the design advances, one of the tasks the project team has been working on is the appearance of the bridge surface features. A group of City staff from multiple departments as well as a community stakeholder (Dulcye Taylor of ADHDA) participated in a workshop to develop a preferred design concept to be submitted to the ODOT review team. ODOT reviewers represent a variety of interests including historical, environmental, roadway and bridge.

Visual impacts of the new bridge will primarily be scrutinized by historic and roadway reviewers. Beyond the standards for roadway geometry and materials, ADA (Americans with Disabilities Act) requirements must be met. The Waterfront Bridges create a unique intersection of multiple users such as vehicular, trolley, forklifts, pedestrians and bicyclists. Traditionally, the strategies for highlighting these conflicts is bright, bold contrasts in color, texture and signage. However, the historic nature of the Riverwalk and surrounding areas trigger Federal requirements to design the bridges consistent with the surroundings and to blend with the existing structures in order to be historically consistent. Goals from these two perspectives are

somewhat contrary, so the challenge for the team is to find a design that delicately balances the competing requirements.

The City project team prepared two alternatives for the bridge appearance that have been developed for the 10th St. Waterfront Bridge and are attached as Options 1 and 2. Each Waterfront Bridge has unique configurations that will utilize the general design elements shown in the figures. Due to the relatively small area of each bridge and mandated restrictions, there are really only two components of the structure that can be modified; lighting and pedestals.

It is recommended that the lighting for the bridges be consistent with the existing downtown green acorn street lights, as shown in both options. This approach creates a consistent and continuous environment from downtown to the Riverwalk.

A small pedestal is proposed where the bridge railing and Riverwalk railing meet. Option 1 shows a basalt veneer with inlayed street name sign, and is the project team's preferred alternative as it is in line with the wayfinding masterplan. However, ODOT is concerned that rock finish work introduces a new design element into the historic area and may result in an adverse effect with respect to historic requirements. Justification for this design will accompany the submittal and will include photos of existing rock influences surrounding the bridges. Option 2 shows board formed concrete for the pedestal finish with inlayed street name sign and is the project team's second choice. This alternative adds subtle detail work consistent with buildings that can be seen from the Riverwalk.

We have received initial positive feedback from ODOT reviewers on these concepts. City staff recommends submitting Option 1 as the preferred alternative and Option 2 as the second choice. The project team will work with ODOT reviewers to refine the design to meet requirements and avoid an adverse effect to the historical area.

RECOMMENDATION

It is recommended that Council authorize the Waterfront Bridges Replacement Project Team to submit preferred Design Option 1 and second Design Option 2 to ODOT for review and proceed with final design of the ODOT-approved option.

Submitted By: 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer



Option 1



Option 2



CITY OF ASTORIA

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November 10, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIQUOR LICENSE APPLICATION FROM AMANDA CORDERO DBA NORTHWEST WILD PRODUCTS LOCATED AT 354 INDUSTRY STREET FOR A GREATER PRIVILEGE FOR A LIMITED ON-PREMISES SALES LICENSE (FINANCE)

Discussion & Analysis

A liquor license application has been filed by Amanda Cordero for Cordero-Neva LLC doing business as Northwest Wild Products. This application is a Greater Privilege for a Limited On-Premises Sales License which allows the following:

- May sell and serve malt beverages, wine, and cider for consumption on the licensed premises
- May sell malt beverages in a container holding seven or more gallons ("keg") for consumption off the licensed premises
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises
- Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity)
- Eligible to apply for a "special event" license.

The site is located at 354 Industry Street, Astoria. The application will be considered at the October 17, 2016 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. A report provided by the Police Department which conveys information gathered during investigation is attached to the application for reference. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application.

Respectfully submitted,



Susan Brooks

Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 9-23-16

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: CA

Date: 9/23/16

90-day authority: Yes No

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

① Cordero-Neva LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Northwest Wild Products

3. Business Location: 354 Industry St Astoria Clatsop OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 306 West Exchange St Astoria OR 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503 791 1907
(phone) (fax)

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

7. If yes to whom: Cordero-Neva LLC Type of License: Off Premise

8. Former Business Name: Northwest Wild Products

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

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

11. Contact person for this application: Amanda Cordero 503 791-5330
(name) (phone number(s))
306 West Exchange St Astoria OR 97103 MANDABI966@Yahoo.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① Amanda Cordero Date 9/23/16 ③ _____ Date _____

② Northwest Wild Products Date 9/23/16 ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Cordero-Neves LLC Phone: 503 791-5330

Trade Name (dba): Northwest Wild Products

Business Location Address: 354 Industry St

City: Astoria ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

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

Outdoor Area Hours:

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

The outdoor area is used for:

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how _____

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

_____ (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: Close at 6 October - March

ENTERTAINMENT

Check all that apply:

<input type="checkbox"/> Live Music	<input type="checkbox"/> Karaoke
<input type="checkbox"/> Recorded Music	<input type="checkbox"/> Coin-operated Games
<input type="checkbox"/> DJ Music	<input type="checkbox"/> Video Lottery Machines
<input type="checkbox"/> Dancing	<input type="checkbox"/> Social Gaming
<input type="checkbox"/> Nude Entertainers	<input type="checkbox"/> Pool Tables
	<input type="checkbox"/> Other: <u>None</u>

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 10 Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 10-12

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

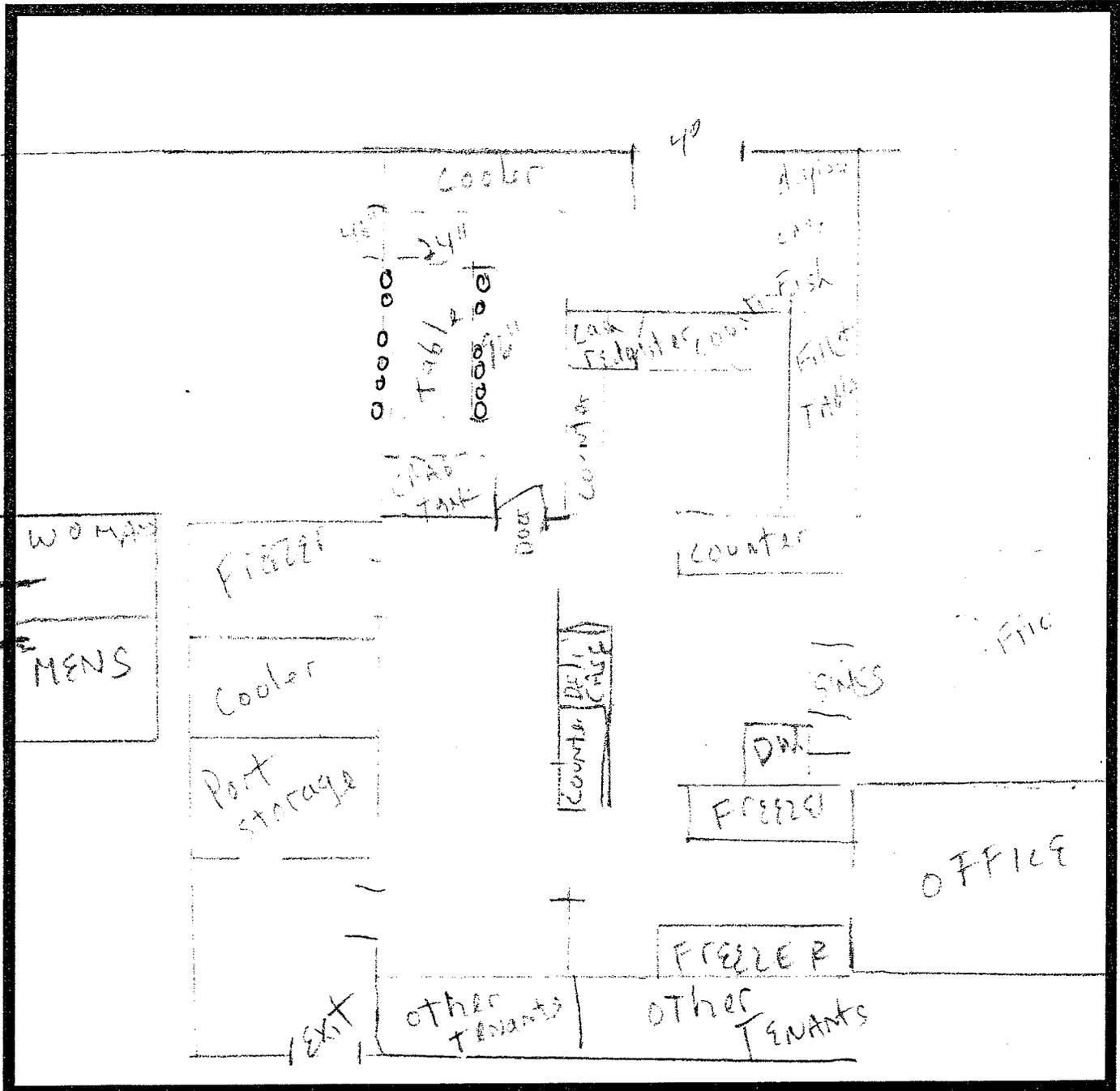
I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: A Cordero Date: 9/12/16



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



Cordero-Neva LLC
 Applicant Name
Northwest Wild Products
 Trade Name (dba):
Astoria OR 97103
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)
 Date: _____ Initials: _____



CITY OF ASTORIA
FOUNDED 1811 – INCORPORATED 1856

MEMORANDUM

POLICE DEPARTMENT

DATE: NOVEMBER 10TH, 2016

TO: MAYOR AND COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: **LICENSE RECOMMENDATION NORTHWEST WILD
PRODUCTS**

DISCUSSION / ANALYSIS

In September 2016, The City of Astoria received notice that Northwest Wild Products, 354 Industry Street, had applied for a greater privilege to their current license. The greater privilege will allow Northwest Wild Products to allow the sale and consumption of beer, wine, malt beverages and cider in their building. They will also retain their current off premise license which allows the sale of sealed alcohol containers for consumption off premise.

Northwest Wild Products limited on premise sales is limited to a single table inside the business with food service and will allow minor access as the primary function of the business is food sales and service.

Northwest Wild Products hours of operation are from 9:00 am to 7:00 pm Sunday through Saturday with seasonal variations closing at 6:00 pm from October through March. The seating count for the business in the restaurant is 10, with total seating of 12.

APPLICANT

The applicant for the license is Cordero-Neva LLC, consisting of Amanda Cordero and Ronald Neva. Representatives from the Astoria Police Department have investigated the backgrounds of the applicants named above and found no derogatory information.

NEIGHBORHOOD SURVEY

A police officer was assigned to contact neighbors for the proposed license addition. Due to the location of the business, those contacted were other businesses in the area. A total of 10 businesses were contacted. None of the people contacted had a problem with the issuance of the greater privilege license. Two of the 10 contacts indicated that they would not be in favor of allowing the consumption of alcohol on the dock area. At this time there is **NO** proposal by the applicant to have an outdoor service area.

RECOMMENDATION

Given the listed information staff has no objection to the granting of the greater privilege.



Eric Halverson, Deputy Chief