1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATIONS
   a) Parks and Recreation Month

4. REPORTS OF COUNCILORS

5. CHANGES TO AGENDA

6. CONSENT CALENDAR
   
   The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.
   
   a) City Council Meeting Minutes of June 3, 2019
   b) Boards and Commission Meeting Minutes
      a. Parks Advisory Board – May 22, 2019
      b. Draft Library Board – May 28, 2019
   c) Renewal of Intergovernmental Agreement for HazMat Emergency Response Team Services
   d) Liquor License Application from Curry & Coco LLC Doing Business as Curry & Coco Thai Eatery, Located at 125 & 143 9th Street, Astoria for a Full On-Premises Commercial Sales License.

7. REGULAR AGENDA ITEMS
   
   All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone’s time, comments will be limited to 3 minutes.
   
   a) Second Reading and Adoption Amendment Request (A19-01A) for Riverfront Vision Codes
   b) Second Reading and Adoption Amendment Request (A19-02) for Transient Lodging
   c) Public Hearing and First Reading of Ordinance Amending Public Contracting Regulations
   d) Authorization for Mayor and City Manager to sign for Street Sweeper Purchase
   e) Millpond Village Property Update
   f) License To Occupy a Portion of the 14th Street Right-of-Way adjacent to 342 14th St

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

   THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER’S OFFICE, 503-325-5824.
DATE: JUNE 25, 2019

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF MONDAY, JULY 1, 2019

PROCLAMATIONS

Item 3(a): Parks and Recreation Month

CONSENT CALENDAR

Item 6(a): City Council Meeting Minutes of June 3, 2019

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

Item 6(b): Boards and Commission Meeting Minutes

a. Parks Advisory Board – May 22, 2019
b. Draft Astoria Library Board – May 28, 2019

The draft minutes of the above Boards and Commissions are included. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(a): Renewal of Intergovernmental Agreement for Hazardous Materials Emergency Response Team Services

The City of Astoria Fire Department has provided Regional Hazardous Materials Emergency Response Team (RHMERT) services through an inter-governmental agreement (IGA) with the State of Oregon Office of State Fire Marshal (OSFM) since 1991. This agreement has been renewed every other year, or biennium since then. The attached IGA clearly spells out the responsibilities of the City of Astoria Fire Department and those of the OSFM including cost recovery procedures incurred by the Astoria Fire Department for the 2019-2021 Biennium. Termination of the IGA between the City of Astoria and the Office of State Fire Marshal may be facilitated by mutual consent upon 180 days notice in writing.

Staff recommends that Council approve the Inter-Governmental Agreement with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team services for the 2019/2019 Biennium.

Item 6(b): Liquor License Application from Curry & Coco LLC Doing Business as Curry & Coco Thai Eatery, Located at 125 & 143 9th Street, Astoria for a Full On-Premises Commercial Sales License.
A liquor license application has been filed by Curry & Coco LLC doing business as Curry & Coco Thai Eatery. This application is a Full On-Premises, Commercial Sales License. The appropriate departments have reviewed the application and it is recommended that the City Council consider approval of the application.

REGULAR AGENDA ITEMS

Item 7(a): Second Reading and Adoption Amendment Request (A19-01A) for Riverfront Vision Codes

The first reading of this ordinance was held at the June 17, 2019 City Council Meeting. The City is currently conducting work sessions with the APC and City Council on proposed amendments to adopt codes for the proposed Urban Core Overlay Zone.

In 2018, the first large project within the Bridge Vista Overlay area was reviewed by the Historic Landmarks Commission and Design Review Committee. Both bodies denied the requests which were appealed to the City Council. The City Council approved the appeals but noted that portions of Code were not clear on what was intended for various design aspects. The Council expressed interest in amending the code to clarify various sections of the BVO to reduce confusion and clarify the design review process. Some of the issues included: statement that certain sections of the code control over other sections when there is a conflict between requirements; clarify which design standards apply to new construction and which apply to alterations to existing structures; clarify how the stepbacks are applied to the structure; clarify that mass and scale review applies to the entire structure and not just the street facade; and identify what structures and/or area is included when reviewing compatibility with the proposed structure. In addition, staff identified other areas in the Code for the Riverfront Vision area that needed to be updated including adding clear and objective design standards for residential development in BVO; clarifying which codes apply to the Mill Pond area; allowed exceptions to window percentage for building elevation with an elevator shaft; clarified limitations on building height exceptions for elevators, etc.; added reference to the overlay zones in each of the applicable base zones; and some other minor clarifications.

At a work session on February 19, 2019, the City Council reviewed the initial draft ordinance. The Planning Commission held a public hearing on March 26, 2019 and April 23, 2019. The APC recommends that the City Council adopt the proposed amendments on the first part of the request (A19-01A). The proposed ordinance has been reviewed and approved as to form by the City Attorney.

It would be in order for Council to hold a second reading of the ordinance and adopt the Riverfront Vision Codes amendments.

Item 7(b): Second Reading and Adoption Amendment Request (A19-02) for Transient Lodging

The first reading of this ordinance was held at the June 17, 2019 City Council Meeting. Over the last few years, the number of illegal transient lodging facilities in Astoria has increased substantially and enforcement is difficult. With the increase in the use of advertising platforms (such as Airbnb, VRBO, etc.) that compounded the problems, the City Council discussed the need for better codes,
licenses, and enforcement and directed staff to draft new code language for a licensing process. At its December 3, 2018 meeting, the City Council adopted City Code amendments for Home Stay Lodging Licenses, and the Transient Lodging Tax. These amendments put the regulations and license requirements into the City Code. However, since the Development Code includes some regulations related to transient lodging and identifies the specific zones in which they are allowed, some code amendments will be required to the Development Code so that it coincides with the adopted City Code. The City Code specifically addresses Home Stay Lodgings (one or two bedrooms in an owner-occupied home). However, some standards/requirements will be included in the Development Code rather than the City Code as they will address all forms of transient lodging.

The Planning Commission held a public hearing on April 23, 2019. The APC recommends that the City Council adopt the proposed amendments. The proposed ordinance has been reviewed and approved as to form by the City Attorney.

It would be in order for Council to hold a second reading of the ordinance and adopt the Transient Lodging Code amendments.

Item 7(c): Public Hearing and First Reading of Ordinance Amending Public Contracting Regulations

The proposed ordinance presents an amendment and improvement to our contracting regulations. These amendments deal only with the solicitation of contracts. The amendment makes no change to the City Manager’s authority to award contracts and amendments without specific authorization by the City Council whenever the contract amount is $50,000 or less and the proposed expenditure is included in the current fiscal year budget. The City Council must approve any contract that exceeds that amount and any expenditure that is not included in the current budget. The source for this amendment is the League of Oregon Cities Model Policy for Contracting and Purchasing.

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

Item 7(d): Authorization for Mayor and City Manager to sign for Street Sweeper Purchase

The Public Works Department would like authorization to purchase a 2020 Street Sweeper in compliance by Council approved Cooperative Procurement which allows purchases without competitive bids.

A variety of models have been demonstrated over the past several months. It has been determined that the Elgin Crosswind 1 Sweeper best met the needs of the City.

It is recommended that City Council approve the lease/purchase and authorize the Mayor and City Manager to sign final documents for a 2020 Elgin Street Sweeper from Owen Equipment Company not to exceed $305,000 in five (5) payments of approximately $61,000 per year and the surplus of our current
sweeper at auction. There are funds appropriated in the 2019-2020 Public Works Improvement Fund for the first payment of the lease.

**Item 7(e): Millpond Village Property Update**

In November 2018, the City Council directed staff to contract with a real estate firm to market City-owned Mill Pond “pier lots.” Staff contracted with Area Properties as the City had an earlier professional contract after going through a procurement process. To date no offers on the property have been forthcoming. The MPHOA has stated that there is no interest on the part of the formal organization to purchase the lots.

However, staff and Area Properties broker Mary Wickstrom, had discussions with individual homeowners that are most affected by the possibility of development of the pier lots, and would like to have them remain as open space. A group of these homeowners have accumulated tentative commitments in the form of donations to the City.

Staff recommends that the City Council consider the tentative offer from the homeowners. If the Council is interested in moving forward with the offer, staff and the City Attorney can develop a formal proposal to bring to a future meeting.

**Item 7(f): License To Occupy a Portion of the 14th Street Right-of-Way adjacent to 342 14th St**

Mr. Paul Caruana of the Astor Hotel, LLC has requested a License to Occupy for a portion of the 14th Street Right-Of-Way in order to construct an ADA ramp to accommodate ADA access to the main entrance of the building and a patio area to enhance aesthetics at the main entry. This would cover a section of sidewalk measuring 6 feet 10 inch by 25 feet.

It is recommended that City Council approve a license to occupy, subject to the above conditions for a 6 foot 10 inch by 25-foot portion of the 14th Street right-of-way adjacent to 342 14th Street for the purpose of construction a patio and ADA ramps to improve accessibility to the main entrance of the building.
PROCLAMATION

WHEREAS, The City of Astoria recognizes parks and recreation programs and facilities are an integral part of communities across the United States, and in particular, their value to the City of Astoria; and

WHEREAS, the parks and recreation programs and activities are vitally important to establishing and maintaining the quality of life in Astoria, ensuring the health of citizens, and contributes to the economic and environmental well-being of Astoria and the region; and

WHEREAS, the City of Astoria offers a variety of parks and recreation opportunities designed for all ages and interests, including popular recreation programs, child care, special events, well maintained parks, aquatic programs, community partnerships and volunteer opportunities; and

WHEREAS, the City of Astoria Department desires to enhance the quality of life for all Astoria residents by providing exceptional recreational and educational opportunities through its parks and recreation programs;

NOW, THEREFORE, I, Mayor Bruce Jones, on behalf of the City Council, do hereby proclaim July 2019, as

NATIONAL PARKS AND RECREATION MONTH

and encourage all citizens to ‘Get Your Game On” during July, and enjoy the many benefits our parks, trails, aquatics and recreation offer for a better quality of life!

City of Astoria Mayor, Bruce Jones
CITY OF ASTORIA
City Council Chambers
June 3, 2019

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

Councilors Present: Brownson, Rocka, Herman, West, and Mayor Jones.

Councilors Excused: None

Staff Present: City Manager Estes, Contract Planner Johnson, Parks and Recreation Director Williams, Finance Director Brooks, Fire Chief Crutchfield, Police Chief Spalding, Public Works Director Harrington, Assistant City Engineer Moore, City Forester Hays, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

PROCLAMATIONS

Item 3(a): Sylvia Amanda Hannien Carpenter Mowrey 105th Birthday

Mayor Jones read the proclamation honoring Sylvia Amanda Hannien Carpenter Mowrey and celebrating her 105th birthday.

Item 3(b): Kiwanis Club of Astoria Turns 100

Mayor Jones read the proclamation declaring June 3, 2019 as Kiwanis Day in recognition of the Kiwanis Club of Astoria providing 100 years of service to Astoria.

Tod Jones thanked the City for the honor and said the project that Kiwanis was most known for in the Pacific Northwest was supporting the Doernbecher Children’s Cancer Hospital in Portland. Their research has turned the recovery rate from less than five percent to over 90 percent in the last four decades. In 2019, there were over 300 visits to Doernbecher’s from Clatsop County. Locally, Kiwanis sponsors three scholarships, hosts a Christmas party for foster children in Clatsop County, and sponsors the Key Club at the high school.

Item 3(c): American Legion Centennial Day

Mayor Jones read the proclamation declaring June 26, 2019 as American Legion Centennial Day.

Mike Phillips said in 1919, Clatsop Post 12 had 200 members. The second American Legion Convention was held in Astoria in 1920. During World War I, 34 people from Clatsop County were killed in action in France. The Post historian was working on a history book that would go from 1919 through 1926, when they put up the Doughboy. This year, the Convention will be held in Astoria again, and the first night will be open to the public at the high school auditorium.

Item 3(d): LGBTQ+ Pride Month

Mayor Jones read the proclamation declaring June 2019 as LGBTQ+ Pride Month.

Don Duncan thanked the Council, Mayor, and City for their support. The community continues to have celebrations that started out as riots in 1969. This is the fourth year of celebrations in Astoria and 50th anniversary of the Stonewall Riots. From Friday, June 7, 2019 to Sunday, June 9, 2019, the celebration will include a gala at the Liberty Theatre, a reception, a block party, and other events.

PRESENTATIONS

Item 4(a): Deputy Fire Chief Promotion

Page 1 of 8
Mayor Jones noted that Chief Crutchfield and Deputy Chief Corbit just left the meeting to respond to a call. If they are unable to return, this item would be postponed until the June 17, 2019 meeting.

Chief Crutchfield and Deputy Chief Corbit returned at approximately 8:39 pm.

Chief Crutchfield said he was pleased to find good qualified candidates already on staff for the Deputy Chief position. After an internal process, he selected Terry Corbit as Deputy Fire Chief.

The City Council immediately proceeded to Item 9 at this time.

REPORTS OF COUNCILORS

Item 5(a): Councilor Rocka reported that he attended the second Uniontown Reborn public meeting. More information about the project is available on the City’s website. He encouraged the public to forward their comments on the project to Mike Morgan. He also attended a joint meeting with Clatsop County and all of the cities. It was good for everyone to get together and share ideas and concerns. Senator Merkley visited the college. City Council reviewed Code updates at a work session. He and Councilor Herman toured Astoria’s watershed. He was proud of the way the watershed is managed. Astoria is one of a few cities that own its watershed. People get nervous about harvesting in the watershed, but Astoria inherited the watershed after it had been planted with non-native species. The thinning being done now opened up the area, allowing the native species to grow and increase diversity. He attended the Splash into Summer event at the Aquatic Center. Over 200 people attended. He also attended Representative Tiffany Mitchell’s town hall meeting to hear why she had voted in favor of the Public Employees Retirement System (PERS) reform bill.

Item 5(b): Councilor West reported that there were a lot of great events last weekend, including Splash into Summer and the two events at the library. She also attended the City and Countywide meeting, where she was able to meet new people who she had only previously communicated with by email. She was looking forward to her tour of the watershed on Monday. Her next meet and greet would be on Thursday, June 20, 2019 at 4:30 pm at Alderbrook Hall. She thanked the Kiwanis Club for their service. Her niece was at Doernbecher for two weeks when she was nine days old and the work the Kiwanis do in the community is really valuable.

Item 5(c): Councilor Brownson reported that the work session with the County and other cities was valuable. He encouraged the public to get involved in the Uniontown Reborn project. He also attended Representative Mitchell’s town hall. He explained that Representative Mitchell had no political experience and was thrown into a complex legislative session. She has been working very hard for Astoria and she has been very thorough as she has taken on several huge issues. Her decision on PERS reform went against her constituency, but she had the courage to take a stand and explain herself.

Item 5(d): Councilor Herman reported that the entire Council attended the City and County elected officials meeting. Housing and emergency preparedness were discussed. She met with Senator Merkley and a small group of elected officials, including Councilor Rocka and Mayor Jones. She attended a Memorial Day event at the Maritime Memorial. She also toured the watershed. She thanked Director Harrington, City Forester Hayes, Watershed Manager Bartlet, and City Engineer Crater for arranging the vehicle that got her up into the watershed. She learned that northwest Oregon and southwest Washington were experiencing a drought. She was impressed with the way the watershed was managed to provide pure water to Astoria residents. Astoria is the only town in the state that has complete control over its watershed.

Item 5(e): Mayor Jones reported that he participated in two major disaster preparedness events. The event held earlier that day had over 100 emergency management professionals from northwest Oregon and southwest Washington at Camp Rilea to participate in briefings by the Navy, Oregon National Guard, and other entities. They observed the USS Anchorage, which is a landing platform dock (LPD) for amphibious vehicles, launch two landing craft air cushions (LCACs) that came ashore with heavy equipment, earth movers, bulldozers, and trucks. He rode on an LCAC out to the LPD and toured the ship, which can carry an incredible amount of cargo, over 1000 people, has a full medical suite with surgical rooms, as well as medical and dental facilities. If there is a tsunami in the area, the crews are now familiar with the region and the beaches. Last week, he attended a tsunami debris workshop hosted by Clatsop County Emergency Management at the college.
Director Harrington and Chief Crutchfield also attended with 50 other people from five counties. Much of the debris generated by a tsunami is hazardous and must be removed in order to rebuild the community. He attended the Tongue Point Aids to Navigation Team Change of Watch to welcome the new Senior Chief Petty Officer who leads the unit that repairs buoys on the river in the region. He attended the Memorial Day service at Ocean View Cemetery organized by the American Legion. He met with Senator Merkley before the town hall and urged additional federal funding for addiction and mental health treatment, early childhood education, the Head Start program, and support for the Maritime Administration Grant that WCT Marine at Tongue Point has applied for. The funding would allow the company to get the equipment necessary to work on bigger boats and hire more skilled blue-collar workers in the community. He also asked the Senator to get federal recognition for the Marine and Environmental Research and Training Station (MERTS) as a Federal Maritime Center of Excellence.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:
7(a) City Council Work Session Minutes of April 25, 2019
7(b) City Council Meeting Minutes of May 6, 2019
7(c) Boards and Commission Meeting Minutes
   (1) Parks Advisory Board Meeting of April 24, 2019
   (2) Planning Commission Meeting of April 23, 2019
   (3) Library Board Meeting of April 23, 2019
7(d) Resolution to Transfer Appropriations within Emergency Communications Fund #132 Budget for 2018-2019
7(e) Resolution to Transfer Appropriations within General Fund #100 Budget for 2018-2019
7(f) Housing Rehabilitation Program – Inadvertent Discovery Plan

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka, to approve the Consent Calendar. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

REGULAR AGENDA ITEMS

Item 8(a): Public Hearing and First Reading of Amendment Request (A19-04) for Miscellaneous Issues

Over the years, staff have identified several sections of the Development Code that need to be updated for various reasons. Some of the requested code language changes are corrections and codification of interpretations that have been made by the Astoria Planning Commission (APC), staff, and/or the City Attorney throughout the years. Many of the proposed amendments will streamline the process for both staff and the general public when processing permits and/or doing simple construction. This would reduce the need for variances thereby freeing up some time for staff to address other issues. Some of the proposed amendments would bring the Code into compliance with State requirements. Additional details on the various proposed amendments are included in the attached Findings of Fact.

The Planning Commission held a work session on February 26, 2019 and a public hearing on April 23, 2019. The APC recommends that the City Council adopt the proposed amendments. The proposed ordinance has been reviewed and approved as to form by the City Attorney.

The memo included in the packet provides an overview of the proposed amendments.

It would be in order for Council to hold a public hearing and if the draft code meets Council’s expectations conduct a first reading of the ordinance for Miscellaneous Code amendments. If the Council holds a first reading of the ordinance, the proposed amendment would be scheduled for consideration of a second reading and adoption at the June 17, 2019 Council meeting.
City Manager Estes said written testimony had been provided by Michael Sensenbach, which was available at the dais. Contract Planner Johnson gave a brief overview of the amendments, which were included in the agenda packet, as well as the written testimony.

Councilor West asked if the language clearly indicated that additional housing opportunities in commercial zones would be for long term residential use. Planner Johnson said yes, the term residential referred to permanent housing.

Mayor Jones asked if any objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. He explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff. Mayor Jones opened the public hearing at 7:44 pm and called for public testimony on the proposed amendments. Seeing none, he closed the public hearing at 7:44 pm and called for Council discussion and deliberation.

Councilor Brownson said Planner Johnson did a good job during the work session, going over all the amendments in detail, which satisfied his questions. These housekeeping and procedural changes will help Staff be more efficient and help the public move forward. He supported the ordinance.

Councilor Herman stated she agreed with Councilor Brownson and thanked Planner Johnson for her work. She appreciated Planner Johnson’s time and institutional knowledge after working for the City for so many years. She felt comfortable approving the changes. The City Council had a two-hour work session where Planner Johnson went over the amendments in detail.

Councilor West said she felt comfortable with the amendments because of the numerous questions her fellow Councilors and the Mayor asked during the work session. Planner Johnson was able to answer every question and she appreciated the clarity. A lot of the housekeeping issues will help streamline the process for the builders.

Councilor Rocka stated that cleaning up and clarifying Code language will make everything that follows easier and easier for everyone to understand.

Councilor Brownson added that the Planning Commission also deserved credit for its work in this process. They spent a lot of time going into the amendments in detail.

Mayor Jones said the City wanted to continue delegating the appropriate level of responsibility to Staff and not bring minor administrative issues to the Commission. He believed Council should refrain from responding to the testimony on that topic.

**City Council Action:** Motion made by Councilor Rocka, seconded by Councilor Brownson, to hold the first reading of the ordinance for miscellaneous Code amendments. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Director Brooks conducted the first reading.

**Item 8(b): Public Hearing and Resolution to Adopt FY2019-2020 City of Astoria Budget**

Oregon Local Budget Law requires the City Council to hold a public hearing on the budget, as recommended for approval by the Budget Committee. Notice of this hearing, scheduled for June 3, 2019, was submitted for publication in the Astorian on Friday, May 24, 2019. The budget for the City of Astoria, as discussed and recommended for approval by the Budget Committee, is ready for the City Council to consider for adoption. It is recommended that the City Council hold a public hearing on the Fiscal Year beginning July 1, 2019 budget, as approved by the Budget Committee. After the hearing, it is recommended that the Council consider the resolution to adopt the budget and authorize the collection of taxes at a rate of $ 8.1738 per thousand for Fiscal Year July 1, 2019 through June 30, 2020.
Mayor Jones opened the public hearing at 7:49 pm and called for public testimony on the 2019-2020 City of Astoria Budget. Seeing none, he closed the public hearing at 7:49 pm and called for Council discussion and deliberation.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor West, to adopt the FY2019-2020 City of Astoria Budget. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Item 8(c): Public Hearing and Resolution to Elect to Receive State Shared Revenue

Oregon Revised Statute 221.770 requires the City to adopt a resolution to declare its intent to receive state revenue for each new fiscal year. State shared revenues include the state gas tax, alcohol tax, cigarette tax and state shared revenues. The attached resolution expresses the City's intention to receive state shared revenues for Fiscal Year (FY) 2019-2020. It is recommended that the City Council hold a public hearing and consider this resolution for adoption.

Mayor Jones opened the public hearing at 7:50 pm and called for public testimony on the resolution. Seeing none, he closed the public hearing at 7:51 pm and called for Council discussion and deliberation.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka to adopt the resolution declaring the City's intent to receive state shared revenue. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

City Manager Estes noted that Items 8(d) and (e) would be discussed simultaneously.

Item 8(d): Waterfront Bridges Replacement Project (6th – 11th Streets) – Fund Exchange Agreement

An Interest only payment in the amount of $7,089.92 has been paid toward an Infrastructure Finance Authority (IFA) loan. Reimbursement for this payment has been requested from the City's Surface Transportation Program (STP) funds which are managed by ODOT. In order for this transfer to take place a formal request must be submitted to ODOT to access the funds and verify funds are being used according to their conditions.

It is recommended that City Council approve the Fund Exchange Agreement with ODOT for the Waterfront Bridges Replacement Project to be signed by the Mayor and City Manager.

Item 8(e): Waterfront Bridges Replacement Project (6th – 11th Streets) – IFA Financing Contract Amendment Number 1

In 2018 the City authorized an amendment to increase funds for the project in response to a bid that exceeded the original funding amount. It was agreed that the additional funding would be split between Astoria Road District Fund ($100,000), the Promote Astoria Fund ($120,000) and increasing the IFA loan by $156,995. This agreement increases the City's available loan amount by $160,000 to cover the additional construction costs.

It is recommended that City Council approve the IFA Interim Financing Contract Amendment Number 1 for the Waterfront Bridges Replacement Project.

Assistant City Engineer Moore provided details about the funding for the Waterfront Bridges Project. She explained how the City obtained and used the funds, State requirements for matching funds, and loan payment requirements. She also gave an update on the work being done to complete the projects.

City Council Action: Motion made by Councilor Rocka, seconded by Councilor Herman to approve the Fund Exchange Agreement with ODOT for the Waterfront Bridges Replacement Project to be signed by the Mayor and City Manager. Motion carried unanimously. Ayes: Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.
City Council Action: Motion made by Councilor Rocka, seconded by West, to approve the IFA Interim Financing Contract Amendment Number 1 for the Waterfront Bridges Replacement Project. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Item 8(f): 2020 Carbon Credit Purchase

Carbon credits are generally sold to offset carbon emissions and greenhouse gasses. In 2015, Carbon credits from the Bear Creek Watershed were sold to The Climate Trust (TCT). The Climate Trust has again approached the City to purchase carbon credits over the next five years. The proposed agreement to sell the carbon credits to The Climate Trust would net revenue to the City of approximately $1,000.00.

It is recommended that City Council authorize the agreement to be executed and project work be authorized to prepare the credits for sale to TCT.

City Forester Hays gave a Power Point presentation on the Bear Creek Watershed, how carbon credits work, background information on Astoria’s carbon credit project, and the details of the 2020 credit sales.

David Ford, L and C Carbon, said Astoria can buy less expensive credits from a different project, put them in a buffer pool, and sell the forestry credits which have more value. The difference would go into the City’s coffers. This contract is a very good deal for the City of Astoria. It is important for TCT to get the credit offsets and all of the other benefits that come from carbon projects, so they are willing to pay a higher than average price. TCT is a reliable entity that the City has worked with in the past. It is unusual to get an offer to buy credits before a project is completed and third party verified, but TCT is willing to take the risk because they have had successful transactions with Astoria in the past.

Councilor West asked if Astoria should be doing an inventory more often than every eight years. Mr. Hays explained that a new inventory needed to be done for every credit transaction. If Astoria was not part of the carbon project, the City would update the inventory on a rolling basis by inventorying some portion of the property every year. This would keep the inventory accurate within five to ten years.

Councilor West asked if the Power Point slides were available. City Manager Estes said the presentation could be posted on the Public Works website and given to City Council.

Councilor West asked how the City monitors whether or not it is in a drought.

Director Harrington stated he looked at the US Drought Monitor website, which uses the Palmer Index that takes into consideration rainfall, soil conditions, and other factors. It is an abnormal situation for California to be completely out of a drought while the Northwest is in a drought.

Councilor Brownson asked if the next inventory would be required 10 years from this inventory. Mr. Hays said the City could chose to do a rolling inventory, but the longest the City could go without an inventory is 10 years from this inventory.

Councilor Brownson said the proceeds go into a capital account, adding Astoria used proceeds previously to buy a new ladder truck. City Manager Estes clarified that the City purchased the ladder truck with General Fund revenues, not Capital Improvement Fund revenues. The last carbon credits the City received were used to create the Library Renovation Fund and paid for some large expenses in other departments. The City will not see these credit revenues until next year, so they were not included in this year’s budget. The money will be deposited into the Capital Improvement Fund and work needs to be done at the watershed in order to sustain this program. Some of the revenue could be put in reserve for future years because smaller timber cuts will be done in future years.

Councilor Brownson understood it is a requirement that the funds go into the Capital Improvement Fund. City Manager Estes clarified it is the City’s policy, but he would have to find out if the policy was in writing. City Council could change that, but Staff does not recommend using revenues like this elsewhere because they are not a sustainable line item. Director Brooks added that the intention of the Capital Improvement Fund is to account for the capital assets that the City sells.
Councilor Brownson said because this is a two-year process and the City will be investing money to do the inventories and pay for third party inspections, the expenses will be paid before the City sees any money. This contract guarantees that TCT will pay what they offered to the City two years from now.

Councilor Herman understood that in exchange for agreeing not to harvest so much timber in the watershed, the City will be paid a net amount of $1 million. The City only harvests a small percentage in the watershed anyway, so this would not affect those small annual harvests. Forester Hays explained that based on the 2012 inventory, the City had about 100 million board feet of standing volume in the watershed that produced about a four percent growth rate of four million board feet of harvestable wood each year. In 2015, the City agreed to not cut more than 1 million of that per year. The remainder stores carbon credits. The City has been cutting between 800,000 and 900,000 board feet per year.

Mr. Ford added the City’s plan might be to cut 800,000 to 1 million board feet. The carbon project locks into the future how much can be harvested, protecting the watershed from a heavily increased harvest over time. Without the carbon project, a new City Council could say that since Astoria has 120 million board feet, half of it should be cut. That would be legal under the State’s forest practices even though Astoria has a domestic watershed. The City is getting paid to maintain the stock on the ground in lieu of harvesting timber.

Councilor Herman asked if Staff perceived other big projects through the sale of carbon credits beyond 2020. Mr. Ford said there was an initial flush of credit in the beginning and another flush of credit was predicted because of the way the baseline was developed to meet the law versus what the project activities are doing. From this point forward, there will not be any large flushes, but between now and the rest of the project period, Astoria will be able to monetize growth minus harvest. Because transaction costs are high, the best approach for Astoria is to do a transaction every five years, whenever the market looks good, or whenever the City has accumulated enough credits to justify the costs.

Councilor Rocka said during his tour of the watershed, he viewed some of the forest areas that had been thinned and they are healthy.

Director Harrington said this would be the last flush of solid revenue besides the annual timber harvest. The City is setting this money aside for the obligations of this 40-year term, in addition to some stewardship projects in the watershed that are not as profitable.

Mayor Jones called for public comments.

Chris Farrar, 3023 Harrison Ave. Astoria, said he wanted to know more about the steep step on the slide that showed the baseline and Astoria’s stocks. He also wanted to know if anything was being done to determine whether the plan to cut a minimum is enhancing the water supply. Finally, he wanted to know if the City needed to be doing more to understand the hydrologic implications of this project over the long term.

Forester Hays explained the dip on the slide showed what happened when a single stand was thinned. If all the stands were combined, the line would show a steady increase. He agreed the City should be doing more to understand the hydrologic implications. Currently, the City is working with Sustainable Northwest and a group of other watersheds along the coast to adopt an EPA model to model forest complexity and diversity over time. This issue is that the City does not have a great history of runoff data. The valves the City recently installed has allowed Staff to collect much more data about the water being generated. The data will help calibrate the EPA model and understand the implications of forest management decisions.

Director Harrington added that if the City did something that adversely affected its resources, it would be important to model that. Staff is confident that its practices are making things better.

Councilor Brownson thanked Mr. Farrar for periodically bringing up these concerns. He also appreciated such a thorough answer.

**City Council Action:** Motion made by Councilor Rocka, seconded by Councilor West, to authorize the agreement to be executed and project work be authorized to prepare the credits for sale to The Climate Trust. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.
The Council proceeded to Item 4(a) at this time, as Chief Crutchfield and Deputy Chief Corbit had returned.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)
This item was addressed immediately following Item 4(a).

There were no new business items or public comments.

The City Council meeting recessed to convene the Astoria Development Commission meeting at 8:41 pm. The City Council meeting reconvened and immediately went into Executive Session at 8:44 pm.

EXECUTIVE SESSION

Item 10(a): ORS192.660(2)(d) – Labor Negotiations

The City Council will meet in executive session to discuss labor negotiations.

The regular session reconvened at 9:09 pm.

ADJOURNMENT
There being no further business, the meeting was adjourned at 9:09 pm.

ATTEST:                   APPROVED:

Finance Director                City Manager
President Norma Hernandez called meeting to order at 6:50 am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Jim Holen, Natalie Osburn, Carla Oja, and Michele Tompkins.

Absent- Josh Saranpaa, Howard Rub, and Eric Halverson.

Staff- Director Tim Williams, Jonah Dart-McLean, Brianna Bowker, and Adriana Coron.

Public comments
  1. There were none.

Approval of Minutes
  A. The following corrections were noted: Carla Oja and Coach Rub. April 2019 minutes were approved as corrected, with Michele Tompkins abstaining.

President Hernandez
  A. What do you hear- Carla Oja heard that the fourth graders at Lewis and Clark would get swimming lessons. Director Williams added that the Parks Foundation was fundraising to provide transportation to the pool, but they were waiting on collaboration with the principal. President Hernandez said Run on the River was very well attended and less chaotic than she expected, considering all of the street changes. Buoy Beer was a great partner during the event. The event included a tent offering medical and other services to the runners. Jim Holen added that the event timeline proceeded without incident and there were no injuries. He commended Parks Staff for their assistance with the event. Jessica Schleif said the Uniontown Association volunteers planted some landscaping around the Doughboy Monument. She also noticed a posting at Fort Astoria Park indicating chemicals were applied, but the chemicals used were not stated. There were white pellets in the lawn and some of the weeds were shrinking, but there was no signage. She recommended the Board members be sent copies of the herbicide policy. Jim Holen said the two picnic shelters at the top of Shively Park had received some upgrades, but the shelters at the south side were missing siding and had broken windows and, there were no trash cans.

Employee and Volunteer Recognition
  A. Brianna Bowker recognized Adriana Coron as the May employee of the month.

Old Business
  A. Jim Holen gave an update on the Parks Foundation. He expected that this year’s Run on the River had raised more than last year’s event, as there were more sponsors. Three Parks After Dark events and a benefit night at Fort George had been scheduled.
  B. Director Williams updated the Board on Staff’s efforts to implement the Parks and Recreation Master Plan. Maintenance at the cemetery was a priority with Memorial Day approaching. Additionally, Staff had sent out an RFP for the Cemetery Master Plan. Director Williams described the master planning process, confirming that the Board would be involved. The Board and Staff briefly discussed the history of the cemetery and new trends in burials.
C. Director Williams provided an update on the Scandinavian Heritage Association Monument. The name of the park had not yet been officially changed.

D. Director Williams provided details about the Maritime Memorial expansion project. The granite delivery was delayed in customs, so the project would not be complete by Memorial Day as originally planned. However, the landscaping and concrete work was done and looked good. The project should be complete in July.

E. President Hernandez noted the staffing update was included in the agenda packet. The Board and Staff discussed the chicken pox and lice outbreaks, the new filter and sanitation system at the pool, and signage at the pool.

New Business
A. There was none.

Updates
A. Director Williams provided the Board with copies of the Splash into Summer flyer and said the event had some good sponsors. The pool would be open for free. Food, drinks, entertainment, games, and crafts would also be provided for free.

B. Director Williams shared details of the new Program Refund Policy. Next, Staff would be working on a Memorial Donation Policy.

C. Director Williams reviewed changes to the fee schedule, which were approved by City Council on Monday night. He answered questions about the cost recovery model, discontinuance of the punch cards, the cash card discounts, and data tracked about out-of-town Parks users. Michele Tompkins said she wanted the department to implement a non-resident fee.

Staff Reports and Upcoming Events
The following reports were presented to the Board as part of the agenda packet:
A. Maintenance
B. Aquatic Center
C. Recreation
D. Lil Sprouts/Port of Play
E. Communications/Marketing

Future Meetings
- June 26, 2019 at 6:45 am in City Hall, Council Chambers
- July 24, 2019 at 6:45 am in City Hall, Council Chambers

Non-Agenda/Miscellaneous Business
1. Jessica Schleif announced that Tide Rock Volunteer Days were the second Saturdays of each month. She briefly described landscaping work that had recently been done.
2. Director Williams asked Board members to provide feedback about inviting Parks friends’ groups or other community organizations to give updates at meetings.

Next meeting will be held Wednesday, June 26, 2019 at 6:45 am at City Hall in City Council Chambers.
Present: Library Board members Kate Deeks, David Oser, Susan Stein, Laura [3:55], and Kimberly Chaput (via telephone). Staff Library Director Jimmy Pearson.

Call to Order: Chair Kate Summers called the meeting to order at 5:35 pm.

Approval of Agenda: The agenda was initially approved with no changes. Later, David Oser asked that the election of officers be discussed today and scheduled on next month’s agenda.

Approval of Minutes: The following changes were noted: Kimberly Chaput was not present and the discussion about Stop the Bleed was missing under New Business. The notes from the April 23, 2019 meeting were approved as corrected.

Board Reports: There were none.

Library Director’s Report:
Director Pearson read the following note from Suzanne regarding her recent visit to Astor Elementary: “I visited Astor Elementary today to promote summer reading. A mother of triplets sat behind me and thanked me afterwards for the Libraries ROCC account for her children. She grew up in libraries (specifically the Redmond Public Library where her grandfather worked – perhaps as director?), and our library reminds her of the warmth and excitement that she remembered from childhood. She specifically noted the wealth of new books available for checkout.”

Director Pearson presented his report as follows:
- The OCLC contract had been signed and Staff was working to roll-out Interlibrary Loan.
- The process to share the catalog with Seaside and Warrenton has started. The formal Intergovernmental Agreement would go before Council on June 17, 2019.
- The 10th St Stage performers have been identified with the Brownsmead Flats providing the opening concert on June 19, 2019.
- The order has been placed for the Library’s new printing process. The Library would partner with Envisionware to offer self-service print, copy, and scanning capabilities. Library users would also be able to print from their phone, tablet, and laptop. The library will also offer color printing would also be available.
- The library would celebrate PRIDE with Marco Davis reading to kids on June 1, 2019 at 10:30 am.
- The Library would host Jeannie Smith, the daughter of Holocaust rescuer Irene Gut Opdyke, on June 1, 2019 at 7:00 pm.
- He answered questions about the current interlibrary loan process and said he will try to get some statistics on interlibrary loan usage and costs. He explained how the new process will save costs and provided details about how it will be implemented.

David Oser said that for many years, he believed the dollar values placed on library services in the library calculator were too low, and had not been updated in at least 12 years. The library was not doing itself any favors by being overly conservative in terms of how its services were valued. Director Pearson provided background on the library calculator and said he could revisit the numbers. He noted that the meeting room dollars reflected the actual charges. ....24:55

Update on ALFA Activities:
Director Pearson said ALFA met and will be purchasing the library’s new all-in-one printer for LPTOne.

Update on Foundation:
David Oser reported that the Foundation’s organized community outreach efforts had wrapped up for the time being. The Foundation was now reaching out to individuals and organizations to gauge their level of
support for the library renovation. A report would be made to City Council over the summer about Foundation accomplishments and next steps. The Foundation has requested a challenge grant from the National Endowment for the Humanities for $750,000, which must be matched four to one. The administrative assistant has resigned, and he had taken over the Facebook page. He hoped the Foundation’s Facebook page could help increase attendance at library events.

New Business:
The following item was added to the agenda.

Schedule Election of Officers

Chair Deeks stated that her term would end in June, and she believed the Vice Chair, Susan Stein, would simply take over as Chair at that time, so, only a Vice Chair would need to be elected at the next meeting.

Old Business:
There was none.

Public Comments:
There were none.

Items for Next Meeting’s Agenda:
Election of Officers and Child Safety Policy

Adjournment: There being no further business, the meeting was adjourned at 6:08 pm.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.
DATE: June 24, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: RENEWAL OF INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASTORIA AND THE STATE OF OREGON FOR HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

DISCUSSION/ANALYSIS

The City of Astoria Fire Department has provided Regional Hazardous Materials Emergency Response Team (RHMERT) services through an inter-governmental agreement (IGA) with the State of Oregon Office of State Fire Marshal (OSFM) since 1991. This agreement has been renewed every other year, or biennium since then. The attached IGA clearly spells out the responsibilities of the City of Astoria Fire Department and those of the OSFM including cost recovery procedures incurred by the Astoria Fire Department for the 2019-2021 Biennium. Termination of the IGA between the City of Astoria and the Office of State Fire Marshal may be facilitated by mutual consent upon 180 days notice in writing.

There are 13 Regional Hazardous Materials Response Teams located throughout the State of Oregon. The Astoria Fire Department hosts RHMERT-11. Haz-Mat Team 11 is currently composed of twelve (12) members including nine (9) from the Astoria Fire Department; Eric Halverson, Astoria Police Department; Jim Hatcher, Astoria Public Works; and Kurt Donaldson, Knappa Fire District. Team members meet on a monthly basis at the Astoria Fire Department for training on various topics and procedures associated with response to hazardous materials incidents.

RECOMMENDATION

Staff recommends that Council approve the Inter-Governmental Agreement with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team services for the 2019/2019 Biennium.

Daniel C. Crutchfield, Fire Chief
INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES

Between

THE STATE OF OREGON, ACTING BY AND THROUGH ITS
DEPARTMENT OF STATE POLICE
ON BEHALF OF ITS
OFFICE OF STATE FIRE MARSHAL

And

City of Astoria

STATE OF OREGON
Kate Brown, Governor
State Fire Marshal
July 1, 2019
TABLE OF CONTENTS

Agreement Type ............................................................................................................................. 5
Recitals ........................................................................................................................................... 5
1.0 Agreement Term ...................................................................................................................... 5
2.0 Definitions ............................................................................................................................. 5
3.0 Statement of Work ................................................................................................................. 7
   3.1 Services to be Provided by Contractor
   3.2 Compliance with Regulatory Requirements
   3.3 Personnel
   3.4 Vehicles and Equipment
   3.5 RHMERT Coordination Obligations
   3.6 Right of Refusal
   3.7 Standard Operating Guidelines
   3.8 Administrative Rules
4.0 Contractor Compensation ....................................................................................................... 11
   4.1 RHMERT Stand-By Costs
      4.1.1 Specialized Training Costs
      4.1.2 Medical Surveillance
      4.1.3 Vehicle(s) and Equipment Loans
      4.1.4 Contractor Stand-by Costs
   4.2 RHMERT Response Costs
   4.3 Billing System
   4.4 Interest
   4.5 State Funding Available
   4.6 Prior Approval
   4.7 Response Procedures and Limitations; Automatic Response
   4.8 State Spill Response Revolving Fund
5.0 Where No Responsible Person Can Be Identified ................................................................ 17
6.0 Independent Contractor Status ............................................................................................ 17
7.0 Retirement System Status; Social Security; Workers Compensation .................................... 18
8.0 Assignments; Subcontracts .................................................................................................. 18
9.0 Successors in Interest ........................................................................................................... 18
10.0 Compliance with Government Regulations ....................................................................... 18
11.0 Force Majeure ..................................................................................................................... 18
12.0 Indemnification; Contribution; Scope of Liability .............................................................. 18
12.1 Activities Authorized Under ORS 453.374 – 453.390
12.2 Activities Not Authorized Under ORS 453.374 – 453.390
12.3 Third Party Claims
12.4 Limitations
12.5 Notifications

13.0 Severability ....................................................................................................................... 20

14.0 Access to Records............................................................................................................. 20

14.1 Confidentiality

15.0 Amendments ..................................................................................................................... 21

16.0 Payment of Contractor Obligations ............................................................................... 21

17.0 Non-Discrimination ........................................................................................................ 21

18.0 Dual Payment .................................................................................................................. 21

19.0 Payment for Medical Care ............................................................................................. 21

20.0 Insurance Coverage ...................................................................................................... 22

  20.1 Workers’ Compensation Insurance
  20.2 Commercial General Liability
  20.3 Automobile Liability
  20.4 "Tail" Coverage
  20.5 Notice of Cancellation or Change
  20.6 Certificate(s) of Insurance
  20.7 Additional Insured

21.0 Governing Law; Venue; Consent to Jurisdiction.......................................................... 23

22.0 Termination ..................................................................................................................... 23

23.0 Approval Authority ....................................................................................................... 24

24.0 Reserved ........................................................................................................................ 24

25.0 Written Notifications .................................................................................................... 24

26.0 Merger; Waiver ............................................................................................................. 24

27.0 Remedies ......................................................................................................................... 24

28.0 Non-Appropriation ....................................................................................................... 25

29.0 Alternative Dispute Resolution .................................................................................... 25

30.0 Travel Reimbursement Costs ....................................................................................... 25

31.0 Counterparts .................................................................................................................. 25

32.0 Authorized Representatives .......................................................................................... 26

Approving Signatures............................................................................................................. 27
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Regional Team Primary Response Area Boundary Description</td>
</tr>
<tr>
<td>B</td>
<td>Inventory of OSFM Provided Equipment for RHMERT</td>
</tr>
<tr>
<td>C</td>
<td>Funding Available For The Purchase And Maintenance of OSFM Provided Equipment for RHMERT</td>
</tr>
<tr>
<td>D</td>
<td>Specialized Training for RHMERT</td>
</tr>
<tr>
<td>E</td>
<td>Medical Surveillance for RHMERT</td>
</tr>
<tr>
<td>F</td>
<td>Extraordinary Response Cost Fee Schedule – Part I</td>
</tr>
<tr>
<td>G</td>
<td>Extraordinary Response Cost Fee Schedule – Part II Compensation for Contractor’s Response Personnel</td>
</tr>
<tr>
<td></td>
<td>Non-Officer</td>
</tr>
<tr>
<td></td>
<td>Officer (Eligible for Overtime)</td>
</tr>
<tr>
<td></td>
<td>Officer/Salaried (Not Eligible for Overtime)</td>
</tr>
<tr>
<td>H</td>
<td>Funding for Program Outreach for RHMERT</td>
</tr>
<tr>
<td>I</td>
<td>Funding for Sub-Committee And Special Projects Participation for RHMERT</td>
</tr>
<tr>
<td>J</td>
<td>Summary: 2019-2021 Biennium Funding Available for Stand-By Costs</td>
</tr>
<tr>
<td>K</td>
<td>State Spill Response Revolving Fund</td>
</tr>
</tbody>
</table>
INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES

General Agreement Information

Agreement Type: This Agreement is between the State of Oregon, acting by and through its
Department of State Police, for the benefit of its Office of State Fire Marshal (hereinafter “OSFM”), and
the City of Astoria (hereinafter "Contractor"), each a “Party” and collectively “Parties,” for the provision
of regional hazardous materials emergency response team services as described herein and authorized
under ORS 453.374 to 453.390.

RECITALS

A. In order to protect life and property against the dangers of emergencies involving hazardous
materials, the State Fire Marshal may assign and make available for use in any county, city or
district, any part of a Regional Hazardous Materials Emergency Response Team.

B. The OSFM desires to enter into this Agreement to designate Contractor as part of a Regional
Hazardous Materials Emergency Response Team for "HM11" as described in Exhibit A, and
Contractor desires to be so designated and to enter into this Agreement.

STANDARD AGREEMENT TERMS AND CONDITIONS

1.0 AGREEMENT TERM.

1.1 This Agreement shall be effective as of July 1, 2019 to June 30, 2021, unless terminated prior in
accordance with other provisions of this Agreement.

1.2 Subject to Legislative approval, future Agreements, if any, will be awarded on a biennial basis.

2.0 DEFINITIONS.

“Agreement” means this Intergovernmental Agreement, all attachments and exhibits hereto, and any
future amendments.

“Automatic Response” means the authority to respond to any incident beyond the capabilities of local
responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a
hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life,
environment, or property.

“Clean-up” means the measures taken after Emergency Response to permanently remove the hazard
from the incident site.

“Contractor approved” means any non-RHMERT activities that are undertaken by Contractor or
Contractor’s employees that are in conformity with Contractor’s established policies and procedures for
daily operations.

“Contractor’s RHMERT Members” means the employees, agents or members of the Contractor
designated by the Contractor to serve on the RHMERT for "HM11" as described in Exhibit A.

“Emergency Response” has the meaning as defined in OAR 837-120-0010(5), and includes those
actions and services set out in OAR 837-120-0020(3).
“Emergency Response Costs” means the total Emergency Response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all OSFM and Contractor expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a Release or threat of Release or in stabilizing the Emergency Response incident.

“Extraordinary Response Costs” means and is equivalent to “team response costs”. See also OAR 837-120-0090(4).

“Hazardous Materials” means "hazardous substance" as that term is defined in ORS 453.307(5).

“Incident” means any actual or imminent threat of a Release, or any rupture, fire or accident that results in, or has the potential to result in, the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies of the State of Oregon and one or more Oregon units of local government.

“Local Government Body” means a city, county, special district or subdivision thereof.

“Oregon-OSHA” means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

“ORS” means Oregon Revised Statutes.

“OSFM-Provided Equipment” means all vehicles, equipment, and supplies loaned, delivered, or otherwise provided to the RHMERT by OSFM to perform the services required under this Agreement including, but not limited to, the items listed in Exhibit B.

“PPE” means Personal Protective Equipment.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services pursuant to this Agreement.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the group of individuals, including the employees or agents of the Contractor, designated or tasked to respond to, control, or stabilize actual or potential emergency releases of hazardous substances in "HM11" as described in Exhibit A. A RHMERT operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

“Release” shall have the same meaning as that in ORS 465.200(22).

“Responsible Person” means the individuals, corporations, associations, firms, partnerships, limited liability companies, joint stock companies, public and municipal corporations, political subdivisions, the state and any agency thereof, and the federal government and any agency thereof responsible for causing the emergency to which the RHMERT responded. (See, e.g. ORS 453.382).

“RHMERT Operations” means Emergency Response operations conducted by the Contractor in "HM11".

“RHMERT Operations Rehabilitation Costs” means the cost of providing rehydration and food for RHMERT team members during RHMERT Operations.
“Stand-By Activities” means Contractor’s activities associated with specialized training, medical surveillance, and routine maintenance for vehicles and equipment.

“Stand-By Costs” means Contractor’s costs associated with specialized training costs, medical surveillance costs, and vehicles and equipment loans, as provided in Section 4.1 of this Agreement.

“State” means the State of Oregon acting by and through the Department of State Police for the benefit of its Office of State Fire Marshal.

“State Spill Response Revolving Fund” means the revolving fund established under ORS 453.390.

“Teams Advisory Group” means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

“Team Response Costs” means those Contractor expenses which are directly related to RHMERT Operations, are expressly allowed under this Agreement, and are approved by the OSFM. “Team response costs” are equivalent to “extraordinary response costs”. See also OAR 837-120-0090(4).

3.0 STATEMENT OF WORK.

3.1 SERVICES TO BE PROVIDED BY CONTRACTOR.

3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor’s assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor shall perform RHMERT Operations in "HM11" as described in Exhibit A.

3.1.2 Contractor RHMERT Operations under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a Hazardous Materials Emergency Response as authorized by this Agreement, ORS 453.374 to 453.390, and OAR Chapter 837 Division 120.

3.1.3 Contractor’s RHMERT Members shall not provide the following services as part of this Agreement, except where they may be reasonably necessary to prevent a Release or threat of Release, or as required to stabilize an Incident:

- removal,
- remediation,
- recovery,
- packaging,
- monitoring,
- transportation,
- movement of hazardous materials,
- cleanup,
- storage, or
- disposal of hazardous materials.

3.1.4 Contractor’s RHMERT Members shall not provide the following services at or near the emergency response Incident to which the Contractor is dispatched:

- maintain general security or safety perimeters at or near sites and vessels,
locate underground utilities, 
ensure appropriate traffic control services, 
conduct hydrological investigations or analysis, or 
provide testing, removal and disposal of underground storage tanks

3.1.5 Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

3.1.6 Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

3.1.7 Contractor shall coordinate its response activities with all other contractors that respond to, control, or stabilize actual or potential emergency releases of hazardous substances in HM11 under an Intergovernmental Agreement with OSFM; provided, however, that nothing in this section shall limit a Contractor’s ability to coordinate with other entities in responding to an Incident.

3.2 COMPLIANCE WITH REGULATORY REQUIREMENTS. Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor further agrees that all OSFM-Owned Equipment in Exhibit B shall be maintained by the Contractor to meet or exceed all applicable regulatory requirements.

3.3 PERSONNEL. Contractor shall:

3.3.1 Provide the number of trained, medically monitored, competent, and supervised RHMERT personnel as specified in Exhibits D and E of this Agreement, as is necessary to operate within the safety levels of a RHMERT as specified in the RHMERT Standard Operating Guidelines. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

3.3.2 Document training and experience and ensure that its team members complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period. The established 24 month period consists of portions of two Task Book Cycles; continuation of the current Task Book cycle ending on December 31, 2019 and the cycle running January 1, 2020 through December 31, 2021.

3.3.3 Submit annually the Task Book reporting form to the OSFM no later than 10th of January of each year.

3.4 VEHICLES AND EQUIPMENT.

3.4.1 Use of OSFM-Provided Equipment. Contractor shall:

i. Operate a RHMERT using the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement;

ii. Limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Provided Equipment;

iii. At all times use OSFM-Provided Equipment with reasonable and diligent care (taking into consideration the type of equipment and its intended use); and

iv. At all times use the equipment in accordance with all OSFM Standard Operating Guidelines, available on the OSFM website.
v. Store OSFM-Provided Equipment in an enclosed, indoor facility unless otherwise authorized by OSFM by prior written approval.

3.4.2 Routine Maintenance/Physical Damage/Repairs.

i. Routine Maintenance: Contractor shall be responsible for all routine maintenance of OSFM-Provided Equipment. For purposes of this Agreement, routine maintenance means:

a. Daily, weekly, and monthly checks of vehicles and equipment.

b. Semiannual or mileage-related lubrication, oil and filter changes for vehicles and equipment.

c. Annual tune-up of vehicles and equipment as required for preventive maintenance.

d. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.

e. Personal Protective Equipment (PPE) to be tested as per Oregon-OSHA standards and manufacturer's recommendations.

f. Communications equipment checked regularly.

ii. Physical Damage and Repairs: Contractor and OSFM shall each bear responsibility for loss and repair of physical damage to OSFM-Provided Equipment as follows:

a. Excluding ordinary wear and tear, when Contractor uses OSFM-Provided Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including Contractor-approved non-Emergency Response activities or assistance to local government entities at events not meeting OSFM-authorized response criteria, Contractor shall be responsible for any and all physical damage to or loss of such OSFM-Provided Equipment, regardless of fault.

b. When Contractor uses OSFM-Provided Equipment for purposes authorized under this Agreement and ORS 453.374 to 453.390, including performance of routine maintenance, the OSFM shall be responsible for physical damage to or loss of OSFM-Provided Equipment, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor shall be liable for the damage or loss. OSFM’s responsibility for physical damage or loss of OSFM-Provided Equipment is subject to the limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual), Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the terms of this agreement.

c. Contractor shall be liable for all damage or loss caused by abuse or neglect of OSFM-Provided Equipment, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.

3.4.3 The Contractor may use the OSFM-Provided Equipment provided in this Agreement in conjunction with Contractor-approved non-Emergency Response activities, however the OSFM-Provided Equipment shall at all times be immediately available for Emergency Response having highest priority. Use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities is not a reimbursable expense by OSFM. In addition, use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities shall follow Contractor’s established guidelines and policies for daily operations. OSFM-Provided
Equipment shall not be used by anyone other than Contractor’s RHMERT Members, except as approved by OSFM.

3.4.4 Contractor shall submit monthly a vehicle usage and maintenance log to the OSFM no later than the 10th of the following month. Contractor shall record the ending mileage for each vehicle, regardless of the activity; i.e., whether it is Emergency Response, training, maintenance, or any other activity. Logs will be submitted each month via OSFM approved form and must include all maintenance performed to the vehicle with a vendor receipt or fleet print out report for that vehicle.

3.4.5 Contractor shall not agree in writing or otherwise with other entities to provide the OSFM-Provided Equipment to assist those entities at events not meeting Emergency Response criteria unless OSFM also is a party to that agreement.

3.4.6 Liability for any negligent or willful acts of Contractor’s employees undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and Contractor involved. Contractor warrants that each of Contractor’s RHMERT Members shall abide by all Oregon statutes, rules and specific agency policies and procedures regarding the use of OSFM-Provided Equipment during the course and scope of the employee’s employment with Contractor.

3.5 **RHMETR Coordination Obligations.** Contractor shall provide team administration for the RHMERT (“Team Administration”).

3.5.1 In providing Team Administration, Contractor shall provide qualified personnel (“Team Personnel”) to perform the following duties:

i. Complete invoicing for RHMERT;

ii. Complete phone and mileage logs for RHMERT;

iii. Submit purchase requests;

iv. Handle incident reporting;

v. Oversee allocation of funds from OSFM for RHMERT;

vi. Monitor inventory of OSFM-Provided Equipment; and

vii. Approve all outreach and training requests for RHMERT.

viii. Manage outreach and training requests for the RHMERT; and

ix. Serve as the point of contact for RHMERT training opportunities.

3.5.2 Contractor shall coordinate and submit to OSFM all requests for reimbursement from the RHMERT for **HM11**, including requests for reimbursement from any other contractors who serve on the RHMERT for **HM11**.

3.5.3 In performing the duties described in this Section 3.5, Contractor may choose one or more of Contractor’s employees to serve as Team Personnel. Contractor shall provide OSFM with the name and contact information of all Team Personnel. Team Personnel will be the RHMERT’s primary point of contact for OSFM and shall attend the quarterly meetings of the Team Training and Advisory Committee and the Team Advisory Group and participate actively in those meetings.

3.6 **Right of Refusal.** The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, an Emergency Response under this Agreement would
temporarily place an undue burden on the Contractor because Contractor resources are limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for an Emergency Response. However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-Provided Equipment remains available for OSFM’s use for that particular Emergency Response.

3.7 STANDARD OPERATING GUIDELINES. Contractor and OSFM agree that RHMERT operations shall be conducted in accordance with the OSFM’s Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

3.8 ADMINISTRATIVE RULES. The parties acknowledge that the OSFM has adopted OAR Chapter 837, Division 120, and Contractor agrees to comply with those administrative rules and ORS 453.374 to 453.390. If those rules relevant to this agreement are amended, such amendments shall be incorporated into this Agreement by written amendment and may require modification of the procedures, terms and conditions of this Agreement.

4.0 CONTRACTOR COMPENSATION. There are two types of compensation under this Agreement: (1) RHMERT Stand-By Costs, and (2) RHMERT Team Response Costs. Each of these is discussed more fully in sections 4.1 and 4.2 of this Agreement. Compensation provided under this Agreement is apportioned for the entire RHMERT. The total compensation identified in Exhibit J is the not-to-exceed amount for the RHMERT. In the event that the RHMERT consists of more than one contractor, the multiple contractors that make up the RHMERT administration shall share the total compensation identified in Exhibit J. The Team Personnel shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the maximum compensation identified in Exhibit J.

4.1 RHMERT STAND-BY COSTS. In accordance with budget allocations by the Team Personnel as provided in Section 4.0 of this Agreement, Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs as provided herein. Such Stand-By Costs include:

4.1.1 Specialized Training Costs. The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses (at the approved rates specified in Section 30 of this Agreement), utilizing funds in Exhibit “D” to pay for all above mentioned expenses. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit “D” may be used to reimburse personnel costs incurred by employees attending specialized training for travel and attendance days only in accordance with Section 30.1 of this Contract and protocols covered in OSFM Hazardous Materials Emergency Response Team Standard Operating Guidelines. For purposes of this subsection, “personnel costs” means the dollar figure provided to OSFM by Contractor as the cost of each Contractor’s employee to attend OSFM advanced training and education.

4.1.2 Medical Surveillance. The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Costs for these Medical Surveillance physicals will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations.
4.1.3 Vehicle(s) and Equipment Loans. The OSFM agrees to loan the Contractor the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. The parties agree that items of OSFM-Provided equipment may be added to or removed from the list in Exhibit B without requiring amendment of this agreement, but only if each change is mutually agreed to in writing by all parties. Funding available for the OSFM to purchase and maintain OSFM-Provided Equipment is specified in Exhibit "C" of this Agreement. Replacement of OSFM-Provided capital equipment, expendable items, PPE, and other equipment will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM’s approved purchasing process.

a. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits; however, the OSFM shall have no responsibility or liability whatsoever arising out of Contractor’s choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

b. OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor’s own procurement ordinances, codes, rules and regulations.

4.1.4 Contractor Stand-by Costs are not chargeable to a Responsible Person, but are reimbursed to the Contractor by the OSFM as provided in this Agreement, with the exception of the vehicle and equipment loans described in paragraph 4.1.3, for which Contractor is not reimbursed.

4.2 RHMERT RESPONSE COSTS.

4.2.1 In accordance with budget allocations by the Team Administrator as provided in Section 4.0, Contractor shall be compensated by the OSFM under this Agreement for certain OSFM-approved team response costs. Team response costs are the equivalent of “extraordinary response costs”. The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the 2019-2021 biennium. Such Team response costs may include, but are not limited to:

i. Compensation for use of Contractor-Provided Materials, Vehicle(s) and Apparatus:

a. OSFM shall compensate contractor for OSFM-approved replacement of Contractor-Provided materials and supplies expended or destroyed during a hazardous materials emergency response undertaken pursuant to this Agreement at the rates set forth in Section 1 of Exhibit “F” of this agreement.

b. Where the OSFM has approved the use of Contractor-Provided vehicles and equipment, the OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.

c. Personal Protective Equipment (PPE). If Contractor-Provided PPE, to include radios, is severely damaged or destroyed during an authorized hazardous materials emergency response undertaken pursuant to this Agreement, OSFM shall reimburse Contractor for replacement of such PPE at the rates described in Section 1 of Exhibit "F" of this Agreement, provided, however, that the OSFM will only pay reimbursement for
replacement PPE that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

1. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor’s choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

2. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor’s own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits.

ii. Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs that are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2019-2021 biennium shall be calculated as follows:

A. Base Hourly Rate/Non-officer
   1. Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is not an officer
   2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer

B. Base Hourly Rate/Officer (eligible for overtime)
   1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer.
   2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.

C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.

D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this
Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.

E. A Response Availability Rate of $15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

iii. Emergency Expenses: Contractor’s other necessary and reasonable Emergency Response costs related to services rendered under this Agreement are reimbursable at the rates described in Exhibit “F” of this agreement. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency Response purchases of up to $100 per Emergency Response Incident may be made at the Contractor’s discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative shall attempt to contact the OSFM Duty Officer for prior approval of Contractor emergency expenses exceeding $100. Contractor claims for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

A. Exposure exams resulting from a RHMERT Operations response will be included in the Contractor's team response costs to be billed to the Responsible Person and reimbursed by the OSFM. Where no Responsible Person is identified, reimbursement to the Contractor will be provided out of the State Spill Response Revolving Fund.

4.2.2 In addition to the compensable team response costs set forth in 4.2.1, Contractor’s emergency response may also incur certain team response costs for which Contractor shall not be compensated by OSFM, set forth in Section 2 of Exhibit F. Contractor shall not be reimbursed for Contractor’s use of OSFM-Provided vehicles, equipment, and supplies, or for expenditures made by OSFM.

4.2.3 Team response costs may be charged to a Responsible Person.

4.3 BILLING SYSTEM.

4.3.1 Contractor must notify the OSFM’s Emergency Response Unit within 24 hours of an Emergency Response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor shall provide an estimate of Team Response Costs to the OSFM within 10 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. Contractor shall submit an Emergency Response report and invoice to the OSFM within 30 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. If a Contractor is unresponsive and has not submitted a completed Emergency Response report and invoice to OSFM within 90 calendar days of the Emergency Response, the Emergency Response may be deemed uncollectable and the Contractor may be liable, at OSFM’s sole discretion, for replacement costs of State-Provided damaged equipment and materials used on the Emergency Response. Contractor shall submit its claim for reimbursement on OSFM approved forms and
the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits. For purposes of this provision, a “calendar day”

4.3.2 The OSFM may bill the Responsible Person within 30 days of receipt of Contractor invoice. The OSFM may bill Responsible Person(s) for the Emergency Response Costs, including Team Response Costs. Normally Contractor team response costs are collected by the OSFM from the Responsible Person prior to making payment to the Contractor. When payment has not been received by the OSFM within 30 days after the second billing to the Responsible Person, the Contractor’s OSFM approved compensable Team Response Costs will be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the OSFM payment to the Contractor occur more than 90 days after receipt of an OSFM-approved Contractor invoice by OSFM; i.e., one that meets the requirements of Section 4.3.

4.3.3 Billing for OSFM-Provided Equipment. OSFM shall bill the Responsible Person(s) for Contractor’s use of OSFM-Provided equipment during RHMERT Operations, including responses to incidents within the Contractor’s local jurisdiction, at the rates set forth in Exhibit F. The OSFM will prepare a statement for OSFM-Provided Equipment used and the OSFM will forward the statement to the identified Responsible Person any time OSFM-Provided Equipment is used for an Emergency Response.

4.3.4 Option for Waiver. The Contractor shall have the option of requesting a waiver of OSFM-Provided Equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the Responsible Person. Requests for waiver are subject to review and approval by the OSFM.

4.3.5 Priority of Reimbursements. If the OSFM successfully recovers payment from the Responsible Person, the monies shall first be used to pay the Contractor Team Response Costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Revolving Fund for the amount previously paid to the Contractor and the OSFM. Any remaining funds will be used to pay Emergency Response Costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill each Responsible Person and pursue cost recovery actions.

4.3.6 If a disputed billing is resolved in favor of the Responsible Person then the Contractor shall not be required to reimburse the OSFM for payments previously made.

4.4 INTEREST. If the OSFM fails to make timely payments to Contractor as described in 4.3.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if Emergency Response Costs are invoiced in accordance with Sections 4.3.1 and 4.3.2 of this Agreement by the Contractor on OSFM-approved forms and Responsible Person information supplied by the Contractor is correct to the best of the Contractor’s knowledge or belief.

4.5 STATE FUNDING AVAILABLE.

4.5.1 The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM’s 2019-2021 biennial appropriation or limitation. Contractor understands and agrees that the OSFM’s payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other
expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

4.5.2 State funding for Stand-By Costs available under this Agreement for the 2019-2021 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.

4.5.3 The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team response costs as specified in Section 4.2. Such team response costs are available in addition to Contractor Stand-By Costs and shall be limited by the funds available in the State’s Spill Response Revolving Fund established under ORS 453.390 for the 2019-2021 biennium, by the limitations described in ORS 453.382 and 453.390 and as identified in Exhibit K, State Spill Response Revolving Fund, to this Agreement.

4.5.4 Additional Contractor compensation shall be paid under this Agreement only with the prior written approval of OSFM and as otherwise authorized by law.

4.5.5 OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.

4.5.6 Acceptance of payment by the Contractor shall relieve the OSFM from all claims by Contractor for reimbursement of Team Response Costs and Stand-by Costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.

4.6 PRIOR APPROVAL. Unless Contractor has automatic response authority as described in Section 4.7.1 and is operating in accordance with such authority, Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7.2. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor its compensable Team Response Costs incurred in accordance with this agreement from the State Spill Response Revolving Fund if recovery from a Responsible Person is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Person and OSFM expenses.

4.7 RESPONSE PROCEDURES AND LIMITATIONS; AUTOMATIC RESPONSE.

4.7.1 If the Contractor has authority for automatic response under OSFM’s Standard Operating Guidelines, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and in accordance with the OSFM’s Standard Operating Guidelines, which is incorporated herein by this reference, and may be found on the OSFM’s website. Contractor shall immediately thereafter notify the OSFM Duty Officer.

4.7.2 If the Contractor has not received state authority for automatic response or if the Emergency Response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

4.8 STATE SPILL RESPONSE REVOLVING FUND.

4.8.1 If the State Spill Response Revolving Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.
4.8.2 For purposes of this section, "fiscally unsound" means the balance in the State Spill Response Revolving Fund is less than $20,000, and "immediately" means within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the $20,000 threshold.

4.8.3 If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Revolving Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State Spill Response Revolving Fund, recover the Contractor team emergency response costs from a Responsible Person, or if there is no identifiable Responsible Person. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

4.8.4 If, after becoming depleted or fiscally unsound, additional funds become available in the State Spill Response Revolving Fund and Contractor has billed the OSFM as set forth in Section 4.3, the OSFM shall reimburse the Contractor for unpaid Team Response Costs to the extent funds are available and authorized under this agreement.

5.0 WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.

As provided in Section 4 and ORS 453.382, OSFM agrees to bill the person responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Person, or if the Responsible Person or other responsible party is unable to pay, the OSFM agrees to pay Contractor its compensable team response costs from the State Spill Response Revolving Fund provided funds are available and Contractor has complied with Section 4 herein.

6.0 INDEPENDENT CONTRACTOR STATUS.

6.1 Contractor shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under the Contract.

6.2 If Contractor is currently performing work for the State of Oregon or the Federal Government, Contractor by signature to this Agreement declares and certifies that: Contractor's performance of this Agreement creates no potential or actual conflict of interest as defined by ORS 244.020 and no state or federal rules or regulations would prohibit Contractor's performance of this Contract. Contractor is not an "officer," "employee," or "agent" of the State or Agency, as those terms are used in ORS 30.265.

6.3 Contractor shall be responsible for all Federal and State taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's Federal or State tax obligations.
7.0 RETIREMENT SYSTEM STATUS, SOCIAL SECURITY, WORKERS
COMPENSATION.
Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits
and is responsible for payment of any applicable federal or State taxes. Contractor is not entitled under
this Agreement to any benefits for payments of federal Social Security, employment insurance, or
workers' compensation from the State of Oregon.

8.0 ASSIGNMENTS; SUBCONTRACTS.
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under
this Agreement, in whole or in part, without the prior written approval of the OSFM. Such written
approval will not relieve Contractor of any obligations under this Agreement. Except where the OSFM
expressly approves otherwise, Contractor shall remain liable as between the original parties to this
Agreement as if no such assignment had occurred.

9.0 SUCCESSORS IN INTEREST.
The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to
this Agreement and their respective successors and assigns.

10.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.
Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances
applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-
0100(18) (Hazardous waste operations and emergency response), which adopts 29 CFR 1910.120
(amended 2/8/13, FR vol. 78, no. 27, p. 9311).

11.0 FORCE MAJERE.
Neither Party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts
of God, or war, which is beyond that Party's reasonable control. OSFM or Contractor may terminate this
Agreement upon written notice after determining such delay or default will reasonably prevent
performance of the Agreement.

12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.
12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 – 453.390:
12.1.1 CONTRACTOR’S RHMERT MEMBERS: AS PROVIDED IN ORS 453.384, DURING EMERGENCY
RESPONSE OPERATIONS UNDER ORS 453.374 TO 453.390 PURSUANT TO THIS AGREEMENT, THE
STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF STATE POLICE, OFFICE OF STATE
FIRE MARSHAL, SHALL PROTECT AND DEFEND CONTRACTOR’S RHMERT MEMBERS FROM
LIABILITY UNDER ORS 30.260 TO 30.300 (OREGON TORT CLAIMS ACT). AS USED IN THIS
SECTION, “OPERATIONS” MEAN ACTIVITIES DIRECTLY RELATED TO A PARTICULAR EMERGENCY
RESPONSE INVOLVING A HAZARDOUS MATERIAL BY A RHMERT AS PROVIDED FOR UNDER
THIS AGREEMENT. “OPERATIONS” ALSO INCLUDE ADVANCED TRAINING ACTIVITIES PROVIDED TO THE
CONTRACTOR’S RHMERT MEMBERS AS PROVIDED FOR UNDER THIS AGREEMENT, BUT DO NOT
INCLUDE TRAVEL TO AND FROM SUCH TRAINING.

12.1.2 CONTRACTOR: EXCEPT AS OTHERWISE PROVIDED UNDER PARAGRAPHS 12.1.1, 12.2, AND 3.4.2,
AND AS PROVIDED IN SECTION 12.3 REGARDING THIRD PARTY CLAIMS, THE OSFM AND
CONTRACTOR SHALL EACH BE RESPONSIBLE, TO THE EXTENT PERMITTED BY THE OREGON TORT
Regional Hazardous Material Emergency Response Team Agreement – HM11 Astoria
Page 18 of 57
37
CLAIMS ACT (ORS 30.260 THROUGH 30.300) AND THE OREGON CONSTITUTION (INCLUDING BUT NOT LIMITED TO ARTICLE XI, SECTION 7), FOR ANY LEGAL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES ARISING IN FAVOR OF ANY PERSON, ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE OCCURRING, GROWING OUT OF, INCIDENT TO OR RESULTING DIRECTLY FROM THEIR RESPECTIVE ACTS OR OMISSIONS UNDER THIS AGREEMENT.

12.2 ACTIVITIES NOT AUTHORIZED UNDER ORS 453.374 - 453.390: WHEN CONTRACTOR USES OSFM-PROVIDED EQUIPMENT OR OTHER VEHICLES AND EQUIPMENT PROVIDED TO CONTRACTOR BY OSFM OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 TO 453.390 OR THIS AGREEMENT, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, ITS OFFICERS, DIVISIONS, AGENTS, EMPLOYEES, AND MEMBERS, FROM ALL CLAIMS, SUITS OR ACTIONS OF ANY NATURE ARISING OUT OF THE ACTIVITIES OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION.

12.3 THIRD PARTY CLAIMS:

12.3.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY’S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

12.3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CONTRACTOR IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE’S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.

12.3.3 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CONTRACTOR IS JOINTLY LIABLE WITH THE STATE, INCLUDING CONTRACTOR’S RHMERT MEMBERS ACTING AS AGENTS OF THE STATE IN ACCORDANCE WITH THIS AGREEMENT AND ORS 453.374 TO 453.390, (OR WOULD BE IF JOINED IN THE THIRD PARTY
CLAIM), THE CONTRACTOR SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS’ FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CONTRACTOR’S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

12.4 LIMITATIONS. Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with OSFM-Provided Equipment under local authority, mutual-aid agreements, or other contracts under local authority.

12.5 NOTIFICATIONS: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
3565 Trelstad Ave
Salem, Oregon 97317
Oregon Emergency Response System (OERS) 800-452-0311

13.0 SEVERABILITY.

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

14.0 ACCESS TO RECORDS.

Subject to the state’s Public Record Laws, each Party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other Party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years, or longer where required by law.

14.1 CONFIDENTIALITY.

Except as otherwise provided by law, each Party to this Agreement agrees that they shall not in any way, disclose each other’s confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.
15.0 AMENDMENTS.

15.1 To the extent permitted by applicable statutes and administrative rules, this Agreement may be amended, modified, or supplemented only by a written amendment signed by the OSFM and Contractor that has been approved by the OSFM and the Oregon Department of Justice, if required by applicable law (“Amendment”). Any Amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the Agreement and no Amendment shall be effective until all requisite signatures and approvals are obtained.

15.2 Either the OSFM or Contractor may submit an Amendment request to amend this Agreement, including all Exhibits hereto, by submitting to the OSFM Agreement Administrator a written Amendment request describing the change requested. The OSFM and Contractor’s Authorized Representatives will review the written Amendment request and will mutually approve it for either amendment, further refinement, or reject it. In the event an Amendment request is approved for further refinement the parties agree that it may be refined by mutual agreement and submitted as an Amendment, or rejected.

15.3 Either Party may make changes to its Authorized Representative, listed in this Agreement, and such changes shall constitute contract administration for purposes of this Agreement. A Party shall provide the other Party with written notice of any such change, which shall be effective without the necessity of a formal amendment to this Contract.

16.0 PAYMENT OF CONTRACTOR OBLIGATIONS.

Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

17.0 NON-DISCRIMINATION.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

18.0 DUAL PAYMENT.

Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency Incident except as approved and authorized under this Agreement.

19.0 PAYMENT FOR MEDICAL CARE.

Contractor agrees to make, or cause to be made through an insurer or third-party, prompt payment, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 4.1.2, Medical Surveillance. Nothing in this section shall be interpreted as creating any new or additional obligations on Contractor to pay on
a claim that Contractor is not otherwise obligated to pay in accordance with applicable law and Contractor’s policies and procedures.

20.0 INSURANCE COVERAGE.

If Contractor is a public body and is self-insured, Contractor shall maintain self-insurance, and/or excess liability coverage sufficient to cover the requirements set forth in Sections 20.1 to 20.7, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. If Contractor is not a self-insured public body, or at any time during the term of this Agreement ceases to be self-insured, Contractor shall obtain private insurance coverage as specified in Sections 20.1 to 20.7 prior to performance under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. Contractor shall obtain any private insurance only from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OSFM.

20.1 WORKERS' COMPENSATION INSURANCE. All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers’ compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20.2 COMMERCIAL GENERAL LIABILITY. Contractor shall maintain in full force Commercial General Liability insurance of not less than $2,181,600 per occurrence for any single claimant, and $4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than $119,300 per occurrence for any single claimant, and $596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds.

20.3 AUTOMOBILE LIABILITY. Contractor shall maintain in full force Automobile Liability Insurance of not less than $2,181,600 per occurrence for any single claimant, and $4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than $119,300 per occurrence for any single claimant, and $596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”).

20.4 "TAIL" COVERAGE. If any of the required liability insurance is on a “claims made” basis, “tail” coverage is required at the completion or termination of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for 24 months following Agreement completion or termination. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous “claims made” coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Agreement. This will be a condition of the final acceptance of work or services.

20.5 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to OSFM.

20.6 CERTIFICATES OF INSURANCE. As evidence of the insurance coverage required by this
OSFM Agreement #: IGA-300114395

Agreement, Contractor shall furnish acceptable insurance certificates to OSFM prior to commencing performance under this Agreement. The certificates must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall pay for all deductibles, self-insured retentions and self-insurance.

20.7 ADDITIONAL INSURED. The Commercial General Liability and Automobile Liability insurance coverages required under this Agreement shall include the State of Oregon, OSFM, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

21.0 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, “Claim”) between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22.0 TERMINATION.

22.1 This Agreement may be terminated by mutual consent of both Parties. This Agreement may be terminated by either Party upon 180 days’ notice, in writing, and delivered by certified mail or in person.

22.2 The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

22.2.1 if either party fails to receive funding, appropriations, or other expenditure authority from federal, state, local, or other sources at levels sufficient in the Party’s reasonable administrative discretion to perform its obligations under this agreement. As an alternative to termination, the parties may instead agree to modify the Agreement to accommodate a reduction in funding.

22.2.2 if federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either Party’s performance under this Agreement is prohibited or performance of either Party’s obligations under this agreement may no longer be paid for from the planned funding source.

22.2.3 if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

22.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.
22.4 Default. The OSFM or Contractor, by written notice of default (including breach of contract) to the other Party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

22.4.1 if the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,

22.4.2 if the other Party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other Party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

23.0 APPROVAL AUTHORITY.

Contractor’s representative(s) certify by their signature herein that they have the necessary and lawful authority to enter into contracts and Agreements on behalf of the Contractor.

24.0 RESERVED.

25.0 WRITTEN NOTIFICATIONS.

Any written notifications required for the administration of this Agreement shall be sent to the following:

Office of State Fire Marshal
3565 Trelstad Ave
Salem, OR 97317

26.0 MERGER; WAIVER.

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

27.0 REMEDIES.

27.1 In the event that Contractor violates any term or condition under this Agreement, OSFM may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) reducing or withholding payment for work that Contractor has failed to perform within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor’s expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSFM may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

27.2 In the event OSFM violates any term or condition of this Agreement, Contractor may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or equity,
including but not limited to: (a) termination of this Agreement under Section 22, (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (c) recovery of payments due for any work performed or any costs or other expenses incurred by Contractor pursuant to the terms of this Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and Contractor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

28.0 NON-APPROPRIATION.

The State of Oregon’s payment obligations, and Contractor’s performance obligations, under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Contractor is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

29.0 ALTERNATIVE DISPUTE RESOLUTION.

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

30.0 TRAVEL REIMBURSEMENT COSTS.

30.1 The OSFM will reimburse Contractor for travel expenses authorized under this Agreement at the rates specified in the General Services Administration (GSA) as of the date Contractor incurs the travel expenses.

30.2 Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to OSFM. The travel must comply with all the requirements specified in this section and must be for official business under this Agreement only. Contractor shall provide OSFM with receipts for all travel expenses over $25.00 incurred for which Contractor seeks reimbursement.

31.0 COUNTERPARTS.

This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.
32.0 AUTHORIZED REPRESENTATIVES.

32.1 OSFM’s Authorized Representative is:

James Walker  
3565 Trelstad Ave  
Salem, OR 97317  
503-378-3479  
james.walker@state.or.us

32.2 Contractor’s Authorized Representative is:

_____________________________________________________________ (insert name)  
_____________________________________________________________ (insert address)  
_____________________________________________________________ (insert fax number)  
_____________________________________________________________ (insert phone) Office  
_____________________________________________________________ (insert email)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the effective date shown in paragraph 1.1 above.

BY EXECUTION OF THIS CONTRACT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.
EXHIBIT A

Regional Team Primary Response Area Boundary Description

HM11 boundaries are identical to the Clatsop County boundaries, and within the boundaries of Clatskanie Rural Fire Protection District.
## EXHIBIT B

### INVENTORY OF OSFM-Provided EQUIPMENT FOR RHMERT

As of June 2019

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## ELECTRONICS

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**LEAK CONTROL EQUIPMENT**

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**LIBRARY RESOURCES**

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1996
Dictionary, Hawley's Condensed
Chemical Dictionary, Thirteenth
Guide, Effects of Exposure to Toxic
Gases, First Aid & Medical
Guide, Hazardous Materials Air
Monitoring & Detection Devices,
2002
on Hazardous Materials, Twelfth
Guide, Occupational Exposure
Values, 1999
Guide, ODOT Emergency Response
Guidebook, 2000
Guide, OSFM's Hazmat Team's
Reference - Monitor Guide Book
Guide, Pocket Guide to Chemical
Hazards, 1997 (NIOSH)
Guide, Reference, Firefighter
Hazardous Materials Reference Book,
Second Edition
Guide, Sax's Dangerous Properties of
Industrial Materials, 3 vol, Tenth
Edition, 1999
Handbook, CHRIS Response
Methods
Handbook, Compressed Gases,
Fourth Edition, 1999
Handbook, Emergency Handling of
Hazardous Materials in Surface
Transportation
Handbook, Farm Chemicals & CD
Handbook, Firefighter Handbook to
Hazardous Materials
Handbook, Health Physics and
Radiological Health, Third Edition,
1998
Handbook, Preparing for Biological
Terrorism, 2002
Handbook, Preparing for Terrorism,
2002
Handbook, Terrorism Handbook for
Operational Responders, 2002
### MISC EQUIPMENT

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### PERSONAL PROTECTIVE EQUIPMENT

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<td>Suit, TrellChem VPS Flash Chemical</td>
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<tr>
<td>Suit, TrellChem VPS Flash Chemical</td>
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</tr>
</tbody>
</table>
(2X/3X)
Suit, Kappler Level B, Decon
(2X/3X)
Suit, Kappler Frontline 500, Level A, SM/MD
Suit, Kappler Frontline 500, Level A, LG/XL
Garments, Class II Lion Suits, M
Garments, Class II Lion Suits, L
Garments, Class II Lion Suits, XL
Garments, Class II Lion Suits, XL
Garments, Class II Lion Suits, 2XL
Garments, Class II Lion Suits, 3XL
Thermometer, Digital Tympanic
Trelleborg Repair Kit
Trelleborg Test Kit
Turnouts, Coat Gold Kevlar/Nomex 54i2Crosstech - (9 ea)
Turnouts, Pant Gold Kevlar/Nomex 54i2Crosstech - (6 ea)
Vest, Incident Command - (1 set 5 assorted)

<table>
<thead>
<tr>
<th>SUPPRESSION EQUIPMENT</th>
<th>OSFM ID TAG #</th>
<th>Serial #</th>
<th>Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicator, Pro Pak Foam</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extinguisher, ABC Dry Chem - 20lb</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOOLS</th>
<th>OSFM ID TAG #</th>
<th>Serial #</th>
<th>Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bar, Pry 24&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush, Wire</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chest, Tool, Black Heavy Duty, Top, 8 Drawer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cabinet, Rolling, Black Heavy Duty, 11 Drawer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cart, Little Giant Garden</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chisel Set - 1/4, 1/2, 7/8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drill, Pneumatic Air 1/2&quot; (JET-Tools)</td>
<td>JSM 712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drill, Porter Cable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extractors, Easy-Out/Stud</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Generator, Honda EM 5000 Gas</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Powered Hammer, Dead Blow
Kit, Grounding/Bonding Equipment, 25ft - 2 ea
Kit, Grounding/Bonding Equipment, 50ft - 2 ea
Kit, Lockout/Tagout
Knife, Putty Mallet, Rubber
NS Maul - 2 lb
NS Scraper
NS Screw Driver 24"
NS Wrench, Pipe - 36"
NS Wrench, Pipe - 14"
NS Wrench, Pipe - 24"
Pliers, Vice Grip
Pump, Wilden Mdl. 200 w/hose kit
Saw, 3 1/8" Hole (3 ea.)
Saw, Craftsman Hand
Saw, Hack
Saw, Rescue
Sawzall, 18 volt Milwaukee Power-Plus
Screwdriver, Phillips Head - 2 ea
Screwdriver, Straight - 2 ea
Set, Punch
Shears, Aviation Left
Shears, Aviation Right
Shears, Aviation Straight
Shovel, round point
Shovel, Scoop - Aluminum
Shovel, square point
Tool Box - general purpose, hand carry- 2 ea
Wrench, Pipe 18"

<table>
<thead>
<tr>
<th>VEHICLE</th>
<th>Item Name</th>
<th>OSFM ID TAG #</th>
<th>Serial #</th>
<th>Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chains, Tire - Link, Cam/Lock</td>
<td>E210296</td>
<td>1WC200F24X4035190</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chocks, Wheel set of 2</td>
<td>E267254</td>
<td>3C7WRNEL4FG671565</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trailer, 14' Wells Cargo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck, RAM 5500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pierce HRV</td>
<td>N/A</td>
<td>4P1BBAFF1HA017262</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Regional Hazardous Material Emergency Response Team Agreement – HM11 Astoria
EXHIBIT C

FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-PROVIDED EQUIPMENT FOR RHMERT
2019-2021 Biennium Funding

Funding Available for the OSFM to
Purchase and Maintain OSFM-Provided Equipment.........................................................$16,000.00

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the RHMERT the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-Provided Equipment, including but not limited to capital equipment, expendable items, PPE, and other equipment, will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM’s approved purchasing process.

The OSFM encourages Contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor’s choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor’s own procurement ordinances, codes, rules and regulations.
Funds for approved Technician level specialized training are available under this Agreement as follows:

**Funding Available for Specialized Training for RHMERT .................................................. $36,718.40**

Funding is calculated by 16 team members x $2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to $2,294.90. Reimbursement for training cost during 2019-2021 biennium is not to exceed $36,718.40 for the RHMERT.

The OSFM will provide funding for advanced training and education to Contractor’s RHMERT Members as specified in this exhibit if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

On a case by case basis, additional specialized training funds may be available for new team members to attend Technician Weeks 1 – 4.
**EXHIBIT E**

**MEDICAL SURVEILLANCE FOR RHMERT**  
*2019-2021 Biennium Funding*

Funds for approved medical surveillance exams are available for Contractor’s RHMERT Members under this Agreement as follows:

Up to **16** of Contractor’s RHMERT Members may receive medical surveillance exam(s), up to a maximum cost of $756.39 per person. Total Medical Surveillance examinations for all members of the RHMERT shall not exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2019-2021 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance is **not** based on the maximum per-person allowance, but rather on $756.39 per person **average** cost. This allows **flexibility** in the per-person cost **within** the maximum funding available for medical surveillance.

**Funding Available for Medical Surveillance Exams for RHMERT**

<table>
<thead>
<tr>
<th>Not to Exceed</th>
<th>$12,102.24</th>
</tr>
</thead>
</table>
EXHIBIT F

Extraordinary Response Cost Fee Schedule – Part I
2019-2021

SECTION 1: Extraordinary Response Costs Reimbursed to Contractor

Pursuant to Section 4 of this Agreement, OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for OSFM-approved extraordinary response costs incurred by Contractor in response to a hazardous materials incident at the following rates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSFM-owned Cellular</td>
<td>$50.00 per incident per phone (SMR)</td>
</tr>
<tr>
<td>Mobile and Specialized Mobile Radio</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>Contractor-owned Personal Protective Equipment damaged or destroyed</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>during the response to the Hazardous Materials Incident</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>Contractor-owned Materials and Supplies</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>Exposure Medical Exam</td>
<td>Actual Expense</td>
</tr>
<tr>
<td>RHMERT Operations Rehabilitation Costs</td>
<td>Actual Expense</td>
</tr>
<tr>
<td>Rental of equipment or materials by Contractor</td>
<td>Actual Expense</td>
</tr>
</tbody>
</table>

Any Contractor-owned vehicles and apparatus used during a RHMERT Operation not listed above will be charged at a rate identified in the OSFM State Mobilization Plan under Equipment Rates, available for review on OSFM’s website.

Source of replacement materials and supplies may be selected by Contractor.
EXHIBIT F (cont’d)

SECTION 2: Extraordinary Response Costs Not Reimbursed to Contractor

OSFM shall not pay compensation to Contractor for the following non-reimbursed extraordinary response costs, but OSFM will seek compensation from the Responsible Person(s) for Contractor’s use of OSFM-Provided Equipment, and other extraordinary response costs incurred in response to a Hazardous Materials Incident at the following rates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of OSFM-owned or provided HM Heavy-Duty Response Vehicle</td>
<td>$210.00 per hour</td>
</tr>
<tr>
<td>Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer</td>
<td>$130.00 per hour</td>
</tr>
<tr>
<td>Repair or replacement of OSFM-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>OSFM-owned or provided Materials and Supplies</td>
<td>Actual Replacement Expense</td>
</tr>
<tr>
<td>Exposure Medical Exam</td>
<td>Actual Expense</td>
</tr>
<tr>
<td>Rental of equipment or materials by OSFM</td>
<td>Actual Expense</td>
</tr>
</tbody>
</table>

Source of replacement materials and supplies shall be selected by the OSFM.

Other Associated Costs

A response to a hazardous materials incident may incur other extraordinary response costs which cannot be anticipated. These costs may include, but are not limited to, replacement and repair costs for damaged or expended equipment and supplies. OSFM shall seek compensation from the Responsible Person(s) for these other associated extraordinary response costs on an actual cost basis.
EXHIBIT G

Extraordinary Response Cost Fee Schedule – Part II

COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL
2019-2021

OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for Contractor personnel utilized in response to a hazardous materials Incident at the following rates:

<table>
<thead>
<tr>
<th>Personnel Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>HazMat Team Member – Non Officer/Firefighter – Straight Time</td>
<td>$57.16</td>
</tr>
<tr>
<td>HazMat Team Member – Non Officer/Firefighter – Overtime</td>
<td>$62.94</td>
</tr>
<tr>
<td>HazMat Team Member – Non Officer/Engineer – Straight Time</td>
<td>$60.14</td>
</tr>
<tr>
<td>HazMat Team Member – Non Officer/Engineer – Overtime</td>
<td>$67.39</td>
</tr>
<tr>
<td>HazMat Team Member – Non Officer/Firefighter Volunteer</td>
<td>$31.96</td>
</tr>
<tr>
<td>HazMat Team Member – Non Officer/HazMat Tech I</td>
<td>$67.76</td>
</tr>
<tr>
<td>HazMat Team Member – Officer/Lieutenant – Straight Time</td>
<td>$63.76</td>
</tr>
<tr>
<td>HazMat Team Member – Officer/Lieutenant – Overtime</td>
<td>$72.67</td>
</tr>
<tr>
<td>HazMat Team Member – Officer/Deputy Fire Chief</td>
<td>$94.19</td>
</tr>
<tr>
<td>HazMat Team Member – Officer/Fire Chief</td>
<td>$97.87</td>
</tr>
</tbody>
</table>

All other support personnel at actual costs.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheets

NON-OFFICER
Firefighter – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY
Base hourly rate 24.56 = $ 24.56

INSURANCE/BENEFITS
Premium paid per month 2184.95 ÷ 243.33 hours worked per month = $ 8.98

PERS
Employer’s contribution paid per month 1238.71 ÷ 243.33 hours worked per month $ 5.09

WORKERS COMP INSURANCE
Hourly rate 24.56 x 0.0435 = $ 1.07

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 24.56 x 7.65 % = $ 1.88

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.00 % = $ 0.00

RESPONSE AVAILABILITY RATE $ 15.5788

TOTAL HOURLY RATE $ 57.16

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
NON-OFFICER
Firefighter – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

**BASE SALARY**
Base hourly rate 24.56 x 1.5 = $ 36.84

**PERS**
Employer’s contribution paid per month 1843.06 ÷ 243.33 hrs worked per month = $ 7.57

**WORKERS COMP INSURANCE**
Hourly rate 24.56 x 0.0435 = $ 1.07

**FICA* (Medicare 1.45%, OASDI 6.2%)**
Hourly rate 24.56 x 7.65 % = $ 1.88

**TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

**UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

**PAYROLL TAX**
Hourly rate 0 x 0.00 % = $ 0.00

**RESPONSE AVAILABILITY RATE**
$ 15.5788

**TOTAL HOURLY RATE**
$ 62.94

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheets

NON-OFFICER
Engineer – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

<table>
<thead>
<tr>
<th>Component</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE SALARY</td>
<td>$26.04</td>
</tr>
<tr>
<td>INSURANCE/BENEFITS</td>
<td>$8.98</td>
</tr>
<tr>
<td>WORKERS COMP INSURANCE</td>
<td>$1.13</td>
</tr>
<tr>
<td>FICA* (Medicare 1.45%, OASDI 6.2%)</td>
<td>$1.99</td>
</tr>
<tr>
<td>TRANSIT DISTRICT TAX**</td>
<td>$0.00</td>
</tr>
<tr>
<td>UNEMPLOYMENT TAX**</td>
<td>$0.00</td>
</tr>
<tr>
<td>PAYROLL TAX**</td>
<td>$0.00</td>
</tr>
<tr>
<td>RESPONSE AVAILABILITY RATE</td>
<td>$15.5788</td>
</tr>
<tr>
<td>TOTAL HOURLY RATE</td>
<td>$60.14</td>
</tr>
</tbody>
</table>

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheets

NON-OFFICER
Engineer – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY
Base hourly rate 26.04 x 1.5 = $ 39.06

PERS
Employer’s contribution paid per month 2343.80 ÷ 243.33 hrs worked per month = $ 9.63

WORKERS COMP INSURANCE
Hourly rate 26.04 x 0.0435 = $ 1.13

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 26.04 x 7.65 % = $ 1.99

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.00 % = $ 0.00

RESPONSE AVAILABILITY RATE
$ 15.5788

TOTAL HOURLY RATE
$ 67.39

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheets

NON-OFFICER
Firefighter Volunteer

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY
Base hourly rate 15.00 = $ 15.00

WORKERS COMP INSURANCE
Hourly rate 15.00 x 0.015 = $ 0.23

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 15.00 x 7.65 % = $ 1.15

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.00 % = $ 0.00

RESPONSE AVAILABILITY RATE
$ 15.5788

TOTAL HOURLY RATE
$ 31.96

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheets

**NON-OFFICER**
HazMat Tech I

NOTE:  Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

**BASE SALARY**
Base hourly rate 50.00 = $ 50.00

**WORKERS COMP INSURANCE**
Hourly rate 50.00 x 0.0435 = $ 2.18

**FICA* (Medicare 1.45%, OASDI 6.2%)**
Hourly rate 0 x 0 % = $ 0.00

**TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

**UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

**PAYROLL TAX**
Hourly rate 0 x 0.0 % = $ 0.00

**RESPONSE AVAILABILITY RATE**
$15.5788

**TOTAL HOURLY RATE**
$ 67.76

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate Calculation Worksheet

OFFICER
Lieutenant – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY
Base hourly rate 28.69 =

INSURANCE/BENEFITS
Premium paid per month 2184.95 ÷ 243.33 hours worked per month =

PERS
Employer’s contribution paid per month 1721.55 ÷ 243.33 hours worked per month

WORKERS COMP INSURANCE
Hourly rate 28.69 x 0.0435 =

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 28.69 x 7.65 % =

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % =

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % =

PAYROLL TAX**
Hourly rate 0 x 0.00 % =

RESPONSE AVAILABILITY RATE
$ 15.5788

TOTAL HOURLY RATE
$ 63.76

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheet

OFFICER
Lieutenant – Overtime

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY
Base hourly rate 28.69 x 1.5 = $ 43.04

PERS
Employer’s contribution paid per month 2582.32 ÷ 243.33 hours worked per month $ 10.61

WORKERS COMP INSURANCE
Hourly rate 28.69 x 0.0435 = $ 1.25

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 28.69 x 7.65 % = $ 2.19

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.00 % = $ 0.00

RESPONSE AVAILABILITY RATE
$ 15.5788

TOTAL HOURLY RATE
$ 72.67

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheet

OFFICER
Deputy Fire Chief

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY
Base hourly rate 47.03 = $ 47.03

INSURANCE/BENEFITS
Premium paid per month 2343.80 ÷ 173.33 hours worked per month = $ 13.52

PERS
Employer’s contribution paid per month 2150.84 ÷ 173.33 hrs worked per month = $ 12.41

WORKERS COMP INSURANCE
Hourly rate 47.03 x 0.0435 = $ 2.05

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 47.03 x 7.65 % = $ 3.60

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.0 % = $ 0.00

RESPONSE AVAILABILITY RATE $ 15.5788

TOTAL HOURLY RATE $ 94.19

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT G (cont’d)
Hourly Personnel Response Rate
Calculation Worksheet

OFFICER
Fire Chief

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY
Base hourly rate 50.32 = $ 50.32

INSURANCE/BENEFITS
Premium paid per month 2343.80 ÷ 173.33 hours worked per month = $ 13.52

PERS
Employer’s contribution paid per month 2150.84 ÷ 173.33 hrs worked per month = $ 12.41

WORKERS COMP INSURANCE
Hourly rate 50.32 x 0.0435 = $ 2.19

FICA* (Medicare 1.45%, OASDI 6.2%)
Hourly rate 50.32 x 7.65 % = $ 3.85

TRANSIT DISTRICT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

UNEMPLOYMENT TAX**
Hourly rate 0 x 0.00 % = $ 0.00

PAYROLL TAX**
Hourly rate 0 x 0.0 % = $ 0.00

RESPONSE AVAILABILITY RATE $ 15.5788

TOTAL HOURLY RATE $ 97.87

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.
EXHIBIT H

FUNDING FOR PROGRAM OUTREACH FOR RHMERT
2019-2021 Biennium Funding

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for RHMERT Program Outreach ............................................................$6,342.00
EXHIBIT I

FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR RHMERT
2019-2021 Biennium Funding

Funds for approved sub-committee and special projects participation.

Funds can be used for personnel and backfill costs associated with team members participating on a sub-committee or special project. Associated travel and per diem costs shall also be deducted from this fund.

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs is a pilot project for the 2019-2021 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue funding this exhibit for future contracts.

Funding Available for Sub-Committee and Special Projects Participation for RHMERT
......................................................................................................................................................$5,000.00
EXHIBIT J

SUMMARY - 2019-2021 BIENNUM FUNDING AVAILABLE FOR STAND-BY COSTS

Funding Available For OSFM to Purchase And Maintain OSFM-Provided Equipment for RHMERT – 2019-2021 Biennium Funding - (See Exhibit C) $16,000.00

Specialized Training for RHMERT – 2019-2021 Biennium Funding - (See Exhibit D) $36,718.40

Medical Surveillance for RHMERT – 2019-2021 Biennium Funding - (See Exhibit E) $12,102.24

Funding for Contractor Program Outreach for RHMERT – 2019-2021 Biennium Funding – (See Exhibit H) $6,342.00

Funding for Contractor Sub-Committee and Special Project Participation for RHMERT – 2019-2021 Biennium Funding (See Exhibit I) $5,000.00

Total 2019-2021 Biennium Funding Available for Stand-By Costs for RHMERT $76,162.64

1 This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contactor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.
EXHIBIT K

State Spill Response Revolving Fund

2019-2021 Biennium Funding .......................................................... $300,000.00

This is the Total State Spill Revolving Funding limitation available for the 2019-2021 biennium RHMERT services by all Contracted RHMERTs. This does not guarantee that any Contractor will be reimbursed for any specific amount from the State Spill Revolving Fund; only that funding in this amount is available for reimbursement of emergency response team costs within any OSFM limitation or appropriation.
DATE:    July 1, 2019
TO:      MAYOR AND CITY COUNCIL
FROM:    BRETT ESTES, CITY MANAGER
SUBJECT: LIQUOR LICENSE APPLICATION FROM CURRY & COCO LLC DOING BUSINESS AS CURRY & COCO THAI EATERY LOCATED AT 125 & 143 9TH STREET, ASTORIA, AS FULL ON-PREMISES, COMMERCIAL SALES LICENSE (FINANCE)

DISCUSSION/ANALYSIS

A liquor license application has been filed by Curry & Coco LLC doing business as Curry & Coco Thai Eatery. This application is a Full On-Premises, Commercial Sales License.

The Full On-Premises, Commercial Sales license allows the following:

- May sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises (this is the license most “full-service” restaurants obtain).
- May sell malt beverages, wine, and cider to individuals in a securely covered container (“growler”) for consumption off the licensed premises (the container may not hold more than 2 gallons).
- 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 125 & 143 9th Street, Astoria. The application will be considered at the July 1, 2019 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. The Astoria Police Department has prepared the attached memorandum for Council's review. No objections to approval were noted.

RECOMMENDATION

It is recommended that City Council consider this application.

By:  

Susan Brooks, Director of Finance and Administrative Services
1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:
- Brewery 1st Location
- Brewery 2nd Location
- Brewery 3rd Location
- Brewery-Public House 1st location
- Brewery-Public House 2nd location
- Brewery-Public House 3rd location
- Distillery
- Full On-Premises, Commercial
- Full On-Premises, Caterer
- Full On-Premises, Passenger Carrier
- Full On-Premises, Other Public Location
- Full On-Premises, For Profit Private Club
- Full On-Premises, Nonprofit Private Club
- Grower Sales Privilege 1st location
- Grower Sales Privilege 2nd location
- Grower Sales Privilege 3rd location
- Limited On-Premises
- Off-Premises
- Off-Premises, with Fuel Pumps
- Warehouse
- Wholesale Malt Beverage & Wine
- Winery 1st Location
- Winery 2nd Location
- Winery 3rd Location

CITY AND COUNTY USE ONLY
Date application received: 6-10-19
Name of City or County: City of Astoria

OLCC USE ONLY
Date application received: 5-28-2019
By: Onwick
Date application received as initially complete: 10-4-19
By: Onwick
License Action(s): No

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

(Applicant #1) Curry & Co LLC
(Applicant #2) 
(Applicant #3) 
(Applicant #4) 

OLCC FINANCIAL SERVICES USE ONLY

OLCC Liquor License Application (Rev. 10/2019)
OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1
   Curry & Co LLC

   Applicant #2

   Applicant #3

   Applicant #4

4. Trade Name of the Business (Name Customers Will See)
   Curry & Co LLC Thai Eatery

5. Business Address (Number and Street Address of the Location that will have the liquor license)
   1258 14th Street

   City
   Astoria

   County
   Clatsop

   Zip Code
   97103

6. Does the business address currently have an OLCC liquor license?  □ YES  □ NO

7. Does the business address currently have an OLCC marijuana license?  □ YES  □ NO

8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)
   — Same as above —

   City
   Astoria

   State
   OR

   Zip Code
   97103

9. Phone Number of the Business Location

10. Contact Person for this Application

   Lily

   Phone Number
   503 784-5857

   Mailing Address
   1258 14th St

   City
   Astoria

   State
   OR

   Zip Code
   97103

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)
OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Curry & Co. LLC  Phone: 971-269-4370
Trade Name (dba): Curry & Co. Thai Eatery
Business Location Address: 125 W Beach St
City: Astoria OR  ZIP Code: 97103

DAYS AND HOURS OF OPERATION

<table>
<thead>
<tr>
<th>Business Hours:</th>
<th>Outdoor Area Hours:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday 11 AM to 9 PM</td>
<td>Sunday 11 AM to 9 PM</td>
</tr>
<tr>
<td>Monday 11 AM to 9 PM</td>
<td>Monday 11 AM to 9 PM</td>
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<td>Tuesday 11 AM to 9 PM</td>
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<td>Friday 11 AM to 9 PM</td>
<td>Friday 11 AM to 9 PM</td>
</tr>
<tr>
<td>Saturday 11 AM to 9 PM</td>
<td>Saturday 11 AM to 9 PM</td>
</tr>
</tbody>
</table>

The outdoor area is used for:
- Food service Hours: 11 AM to 9 PM
- Alcohol service Hours: 11 AM to 9 PM
- Enclosed, how: ____________
- The exterior area is adequately viewed and/or supervised by Service Permittees__
  (Investigator’s Initials)

Seasonal Variations: 
- Yes
- No
If yes, explain: October seating only for a nice day as spring to summer: April – August

ENTERTAINMENT

Check all that apply:
- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: ____________

DAYS & HOURS OF LIVE OR DJ MUSIC

<p>| | | |</p>
<table>
<thead>
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<tbody>
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<td>Sunday</td>
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<tr>
<td>Saturday</td>
<td>to</td>
<td></td>
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</tbody>
</table>

SEATING COUNT

<table>
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<tr>
<th>Restaurant</th>
<th>Outdoor</th>
<th>Lounge</th>
<th>Banquet</th>
<th>Total Seating</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>4</td>
<td></td>
<td></td>
<td>48</td>
</tr>
</tbody>
</table>

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

Applicant Signature: ____________________________  Date: 3/2/19

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)
Your floor plan must be submitted on this form.
Use a separate Floor Plan Form for each level or floor of the building.
The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.

OLCC USE ONLY

MINOR POSTING ASSIGNMENT(S)

Applicant Name: Nalini Sahuwalu  
Trade Name (dba): Curry & Go Thai Eatery
125 E 14th, 9th St, Astoria, OR 97103

City and ZIP Code

Date: Initials:

1-800-452-OLCC (6522) www.oregon.gov/olcc
Oregon Liquor Control Commission
P.O. Box 967
Warrenton, OR  97146

Received: 4-18-78
OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

1. Name: (LAST) FERNANDEZ | (FIRST) DRAN | (MIDDLE) 

2. Other Names Used (Maiden, Etc.):

3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? ☐ Yes ☐ No
   If yes, please provide your SSN: 227-43-2279

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.735). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 345-005-0312(5), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).

Do you voluntarily consent to the OLCC's use of your SSN as just described? ☐ Yes ☐ No

4. Date of Birth (MM/DD/YYYY): 01/19/1943 | S. Contact Phone: 971-267-4520

5. Driver License or State ID #: 971 065 25

6. Residence Address: 244 E ST, SEATTLE, WA 98123

7. State: WA

8. Mailing Address (if different): SAME AS ABOVE

9. E-Mail (optional):

10. Do you have a spouse or domestic partner? ☐ Yes ☐ No

   If yes, list his/her full name:

11. If yes to #10, will this person be involved in the management of, or have control over the business? ☐ No ☐ Yes

12. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? ☐ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

   JUN 04 2019

13. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY? ☐ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

14. Have you ever been in a drug or alcohol diversion program in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. ☐ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)
16. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service worker permits are not liquor licenses).
- No
- Yes (Please include explanation below)
- Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the U.S.?
- Yes
- No (Please include explanation below)
- Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
- No
- Yes (Please answer questions 19, 20, and 21)
- Unsure (Please include explanation below)

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?
- Yes (Please include explanation below)
- No
- Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?
- Yes (Please include explanation below)
- No
- Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
- Yes (Please include explanation below)
- No
- Unsure (Please include explanation below)

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: [LAST] Fernandez [FIRST] Brian [MIDDLE] Luise
Signature: [Signature]
Date: 3/25/19
June 10, 2019

INVESTIGATION REPORT FOR LIQUOR LICENSE APPLICATION

Type of License: Full On-Premises, Commercial sales license

Amount and Receipt # $150.00 – Receipt #261841

Applicant: Curry & Coco LLC
Trade Name: Curry & Coco Thai Eatery
Address: 125 & 143 9th Street, Astoria
Contact #: Lily 503-784-5837

Representatives of the departments listed below have reviewed this application with respect to the requirements of their departments.

Reviewed: (Initial below)

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Approved</th>
<th>Denied</th>
<th>Conditional Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>[Signature]</td>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Community Development</td>
<td>Approved</td>
<td>Denied</td>
<td>Conditional Approval</td>
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<tr>
<td>By:</td>
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<tr>
<td>Building Inspector</td>
<td>Approved</td>
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<td>Conditional Approval</td>
</tr>
<tr>
<td>By:</td>
<td>[Signature]</td>
<td>By:</td>
<td>By:</td>
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</tbody>
</table>

Return to Finance by 5:00 pm: June 19, 2019
DATE: JUNE 20, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LICENSE RECOMMENDATION CURRY & COCO LLC, FULL ON PREMISES, COMMERCIAL SALES LICENSE.

DISCUSSION/ANALYSIS

On June 10th, 2019, Curry & Coco LLC., operating under trade name, Curry & Coco Thai Eatery, 125 & 143 9th Street, Astoria applied for a Commercial Full On-Premises Sales license.

The license privileges and requirements include:

- May sell and serve distilled spirits, malt beverages, wine, and cider for consumption on 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: TUAL

Optional privileges

- **Kegs**: Allows the sale of malt beverages in containers holding 7 or more gallons (kegs) for off-site consumption (Limited On-Premises Sales license required)
- **To-Go Sales**: Allows the sale of malt beverages in containers holding not more than 2¼ gallons, wine, and cider for off-site consumption. (Off-Premises Sales license required)
- **Special Events**: Allows the use of your annual license at a special event at a location other than your business location. (Temporary Use of an Annual License required)
- **Catering**: Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. (Catering Pre-Approval Request form required)
- **Receive Direct Shipments of Wine/Cider**: Allows receipt of wine or cider directly from Wine Self-Distribution Permitees (Application for Endorsement to Receive Wine/Cider Shipment)

Food service is a requirement of this license
• A business not open after 5:00 pm must have a regular meal period of at least 2 hours.
• A business open after 5:00 pm must have a regular meal period of at least 3 hours after 5:00 pm.
• All businesses must offer at least 5 different meals during the regular meal period.
• All business must, at all times other than the regular meal period, offer at least 5 different substantial food items in all areas where alcohol service is available.
• “Meal” means a substantial food item offered together with at least one side dish or a substantial food item with two or more side dishes available to order separately.
• “Substantial food item” means food items prepared or cooked on the licensed premises and that are typically served as a main course or entrée. Some examples are: fish; steak; chicken; pasta; pizza; sandwiches; dinner salads; hot dogs; soup; and sausages. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips, and crackers do not qualify as substantial food items.
• “Side dishes” include vegetables, fruit, salad, rice, french fries, and bread.
• “Different” means substantial food items that the OLCC determines differ in their primary ingredients or method of preparation. Different sizes of the same item are not considered different.
• Must have a food preparation area and equipment on the licensed premises adequate to meet the food service requirements.

Curry & Coco Thai Eatery hours of operation are 11:00 AM – 9:00 PM Sunday – Saturday, closed on Wednesday. The seating count for this business is 48 seats including 44 in the restaurant and 4 outdoor seats. Outdoor seating will be weather dependent. Entertainment will include video lottery machines.

APPLICANT

The applicant for the license is Curry & Coco LLC. Consisting of Sahunalu Nalinrat as Registered agent and member, Panatda Kahamma as a member, Brian Fernandez as a manager and Ploenat Khamma as a manager. Representatives from the Astoria Police Department have investigated the background of the applicants named above utilizing available databases specific to restrictions for licensing. No derogatory information was located regarding the applicants.

The applicant advises that the primary purpose of the business will be food service.

The applicants have indicated that they currently own and operate other business which have OLCC Licenses. These are as follows:

Panatda Kahamma - ownership Red Curry Thai Restaurant in Beaverton, Oregon
Ploenat Khamma - ownership Green Curry Thai Restaurant in Beaverton, Oregon
Brian Fernandez - ownership Yellow Curry Cozy Thai Restaurant in Seaside, Oregon
Sahunalu Nalinrat - ownership with all three businesses listed above.

Staff has contacted the OLCC regarding the listed businesses. All of the listed businesses except Green Curry Thai have current Liquor Licenses. None of the listed businesses have any history of OLCC violations.
NEIGHBORHOOD SURVEY

The location of this business is in a business district and therefore those surveyed were other businesses. There were no objections to the granting of the liquor license.

RECOMMENDATION

Given the listed information, staff has no objection to the granting of the Oregon, Full on Premises Commercial Sales License.

By: ____________

Eric Halverson, Deputy Chief of Police
DATE: JUNE 21, 2019

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: AMENDMENT REQUEST (A19-01A) FOR RIVERFRONT VISION CODES

BACKGROUND

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation along the Columbia River. The City’s north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista BVO (Portway to 2nd Street), Urban Core UCO (2nd to 16th Street), Civic Greenway CGO (16th to 41st Street), and Neighborhood Greenway NGO (41st Street to east end of Alderbrook Lagoon). On December 7, 2009, after many public meetings and holding a final public hearing, the City Council accepted the Riverfront Vision Plan. Bridge Vista Overlay Zone was adopted on June 15, 2015; Civic Greenway Overlay Zone was adopted on October 6, 2014; and Neighborhood Greenway Overlay Zone was adopted on December 7, 2015. The City is currently conducting work sessions with the APC and City Council on proposed amendments to adopt codes for the proposed Urban Core Overlay Zone.

In 2018, the first large project within the Bridge Vista Overlay area was reviewed by the Historic Landmarks Commission and Design Review Committee. Both bodies denied the requests which were appealed to the City Council. The City Council approved the appeals but noted that the Code was not clear on what was intended for various design aspects. The Council expressed interest in amending the code to clarify various sections of the BVO to reduce confusion and clarify the design review process. Some of the issues included: statement that certain sections of the code control over other sections when there is a conflict between requirements; clarify which design standards apply to new construction and which apply to alterations to existing structures; clarify how the stepbacks are applied to the structure; clarify that mass and scale review applies to the entire structure and not just the street facade; and identify what structures and/or area is included when reviewing compatibility with the proposed structure. In addition, staff identified other areas in the Code for the Riverfront Vision area that needed to be updated including adding clear and objective design standards for residential development in BVO; clarifying which codes apply to the Mill Pond area; allowed exceptions to window percentage for building elevation with an elevator shaft; clarified limitations on building height exceptions for elevators, etc.; added reference to the overlay zones in each of the applicable base zones; and some other minor clarifications.
At a work session on February 19, 2019, the City Council reviewed the initial draft ordinance and requested that staff also include a reduction in the allowable height within the BVO from 35' (with variance possible to 45') to 28'. It was also concerned how this would impact the 30,000 square foot maximum for buildings. During the Planning Commission meetings, these two issues became the focus of public input and APC discussion. Therefore, in an attempt to proceed with the majority of the amendments that were not controversial, the APC split the amendment draft into two sections. One section would be just the height and gross square footage issue (A19-01B) allowing the rest of the amendment to proceed. A19-01B portion of the request was continued to the May 28, 2019 APC meeting.

The Planning Commission held a public hearing on March 26, 2019 and April 23, 2019. The APC recommends that the City Council adopt the proposed amendments on the first part of the request (A19-01A). The proposed ordinance has been reviewed and approved as to form by the City Attorney. The City Council held a public hearing and conducted a first reading at the June 17, 2019 City Council meeting.

A copy of the proposed ordinance and the Findings of Fact are attached for Council consideration.

**RECOMMENDATION**

If the draft code meets Council’s expectations, it would be in order for Council to hold a second reading of the ordinance, adopt the Findings of Fact, and adopt the attached Ordinance.

By: Rosemary Johnson, Planning Consultant
June 17, 2019

TO: MAYOR AND CITY COUNCIL

FROM: ROSEMARY JOHNSON, PLANNING CONSULTANT

SUBJECT: AMENDMENT REQUEST (A19-01A) FOR BRIDGE VISTA OVERLAY AND RIVERFRONT VISION PLAN AREAS

I. BACKGROUND SUMMARY

A. Applicant: Community Development Department
   City of Astoria
   1095 Duane Street
   Astoria OR 97103

B. Request: Amend the Development Code concerning waterfront development; clarify code interpretations; define and add mass and scale standards; reduce allowable height in BVO; amend CGO, NGO language to be consistent with the proposed BVO language.

C. Location: Bridge Vista Overlay Area (BVO - Portway to 2nd Streets, West Marine / Marine Drive to the Columbia River Pierhead Line); Civic Greenway Overlay Area (CGO - 16th to 41st Street, Marine Drive/ Lief Erikson Drive to the Columbia River Pierhead Line); Neighborhood Greenway Overlay Area (NGO - 41st to east end of Alderbrook Lagoon); and Gateway Overlay Zone (GOZ - 23rd to 41st Street, Marine Drive / Lief Erikson Drive to the Columbia River Pierhead Line; and 16th to 23rd Street approximately from Franklin Avenue to the Columbia River Pierhead Line)

II. BACKGROUND

In 2008-2009, the City of Astoria developed the Riverfront Vision Plan (RVP) to address issues dealing with open space, land use, and transportation along the Columbia River. Significant public involvement opportunities were designed to gain public input. This process was initiated to plan for these issues in a comprehensive manner and to set a framework for the future of the study area. The City's north Riverfront (Columbia River to West Marine / Marine Drive / Lief Erikson Drive) was divided into four Plan areas of development: Bridge Vista BVO (Portway to 2nd Street), Urban Core UCO (2nd to 16th Street), Civic Greenway CGO (16th to 41st Street), and Neighborhood Greenway NGO (41st Street to east end of Alderbrook Lagoon). On December 7, 2009, after many public meetings and holding a final public hearing, the City Council accepted the Riverfront Vision Plan. Bridge Vista Overlay Zone was adopted on June 15, 2015; Civic Greenway...
Overlay Zone was adopted on October 6, 2014; and Neighborhood Greenway Overlay Zone was adopted on December 7, 2015. The City is currently conducting work sessions with the APC and City Council on proposed amendments to adopt codes for the proposed Urban Core Overlay Zone.

Over the last year while working on the Urban Core proposed codes, the City Council has received numerous public comments including a petition requesting that the Council consider reducing the height of buildings and limit development on the Riverfront. The first major project for the area to be reviewed under the new standards was Design Review Request (DR18-01) by Fairfield Hotel for a hotel to be located on the land area at the 1 2nd Street.

On July 10, 2018 the Historic Landmarks Commission (HLC) and the Design Review Committee (DRC) denied the requests (NC18-01 and DR18-01) which were subsequently appealed by the applicant. A combined public hearing on the HLC Appeal (AP18-04) and DRC Appeal (AP18-03) was held at the August 23, 2018 City Council meeting. At that Council public hearing, the applicants submitted revised proposed plans. The Council tentatively approved the HLC Appeal and reversed the HLC denial, thereby tentatively approving the New Construction Request (NC18-01) pending adoption of Findings of Fact. The Council remanded the Design Review Request (DR18-01) back to the Design Review Committee for additional consideration.

The applicants submitted revised plans (DR18-01R) for consideration on remand and the Design Review Committee held a public hearing on October 9, 2018. At that meeting, the DRC found that the revised application met all design guidelines except for two and denied the request with a split 2 to 2 vote. The two guidelines in question were Design Guideline ADC 14.115(B)(2)(a) which provides: “Buildings should retain significant original characteristics of scale, massing, and building material along street facades” and Design Guideline ADC 14.115(B)(2)(f) which provides: “Building forms should be simple single geometric shapes, e.g. square, rectangular, triangular.” The decision was appealed by Hollander Hospitality (AP18-05) on November 13, 2018. The City Council elected to hear the appeal on the record and restricted its consideration of the application of design guidelines ADC 14.115(B)(2)(a) and ADC 14.115(B)(2)(f). At the December 20, 2018 meeting, the City Council considered the appeal. This was the first major project reviewed under the newly adopted BVO codes. During the public hearing, the Council noted concerns with specific language in the BVO codes that were not clear and did not reflect the intent of the code as it was written in 2015. The appeal decision was required to be based on the code language as adopted and the appeals were approved reversing the DRC denial.

The Council expressed interest in amending the code to clarify various sections of the BVO to reduce confusion and clarify the design review process. Some of the issues included: statement that certain sections of the code control over other sections when there is a conflict between requirements; clarify which design standards apply to new construction and which apply to alterations to existing structures; clarify how the stepbacks are applied to the structure; clarify that mass and scale review applies to the entire structure and not just the street facade; and identify what structures and/or area is included when reviewing compatibility with the proposed structure.
During the development meetings with the hotel applicant, there were differences in interpretation of other sections of the BVO that staff resolved with the applicant. Staff identified minor language amendments that would make the code clearer and/or consistent with other sections of the code. They include: clarify how to apply the north/south view corridor measurement; clarify that the maximum square footage applies to all buildings of the development; allow an exception to window percentage on elevator shaft elevation; clarify requirements for riparian shoreline areas south of River Trail; add that balconies shall not encroach into the stepback area; and clarify the type and design of outdoor storage area enclosures and whether they are included in the maximum gross square footage for the site.

Similar language appears in the Gateway Overlay Zone (GOZ), Neighborhood Greenway Overlay Zone (NGO), and Civic Greenway Overlay Zone (CGO). All Riverfront Vision Plan areas are proposed to be amended to correct and/or clarify the code language at the same time.

At a work session on February 19, 2019 with the City Council concerning the proposed amendments, the Council recommended that the building height on both the land and over-water areas be limited to a maximum height of 28’ (two stories) to keep development at a pedestrian scale. They noted that the mass of even a two-story building could be a concern, and that the 30,000 square foot maximum for buildings may still be a concern. At that time, it was unclear if a solution was feasible to consider with the City Council intent to adopt the proposed amendments in a timely manner.

At its April 23, 2019 meeting, these height and mass became the focus of public input and APC discussion. Therefore, in an attempt to proceed with the majority of the amendments that were not controversial, the APC split the amendment draft into two sections. One section would address just the height and gross square footage issues (A19-01B) allowing the rest of the amendment to proceed. A19-01B portion of the request was continued to the May 28, 2019 APC meeting for further discussion. The APC recommended that the City Council adopt the proposed amendments on the first part of the request (A19-01A).

Proposed amendments to the Development Code include:

1. Amend definitions: “Standards” to say standards not guidelines; Building Mass, Gross Floor Area, Design Review, Granting Authority, add graphic to “adjacent”
2. Add definitions for: Building Scale, Gross Floor Area, “Mass, Building”, Outdoor Storage Area, Historic Building, Historic Site, Historic Object, Historic Structure; add definitions to Article 14 for River Trail
3. Change name of Design Review Committee to Commission
4. Change responsibilities of Design Review Committee to include all design review except Article 6, Historic
5. Amend figure map to only show Pedestrian-Oriented District; BVO
6. Remove “conflict between Sections” from individual sections and change to “conflict between Articles” so that Overlay Zones control over base zone requirements; add that more stringent provision in Article 14 shall control; and clarify conflict with historic review; CGO, BVO, NGO
7. Add map of Pedestrian-Oriented District to 14.115.I for signs
8. Clarify that a project must comply with all design standards to be reviewed administratively or need to go to DRC; CGO, NGO
9. Clarify that the N/S view corridor only applies to the half on each side of the street centerline; add graphic; CGO, BVO
10. Add that balconies and fixed awnings shall not encroach into stepback; CGO, BVO
11. Clarify that shoreland areas in Section 14.095 are on-land and add list also to on-land section 14.100.C.
12. Reduce height from 35’ to 28’ in BVO; allow for variance and an exception for affordable housing; (moved to A19-01B)
13. Clarify that 30,000 sqft max is for all buildings of a single development; add list of included features; (moved to A19-01B)
14. Add “Exterior Lighting” to match other sections; add window details used by DRC and written into other sections; add exterior wall siding detail used by DRC and written into other sections
15. Clarify that garage windows count toward window percentage
16. Reformat 14.115.B to separate standards for all uses, standards for non-industrial uses, guidelines for new construction, and guidelines for existing buildings; clarify that mass and scale of entire building is reviewed; add facade variation standard for non-industrial uses with additional design features; clarify how mass and scale should be considered and which buildings to compare
16. Add exception for percentage of window coverage for elevator elevations and facade facing Columbia River
17. Add standards for outdoor storage area enclosures (moved to A19-04)
18. Amend Exception to Building Height Limitations to clarify additional non-essential areas not exempt from height limitation add that height is limited to minimal height required for exempt feature; prohibit additions or signs to these features
19. Prohibit signs on exempt building height features in Sign Code
20. Clarify requirements for riparian shoreline areas south of River Trail; CGO; BVO; NGO
21. Change maximum height of street trees on north-south streets to 35’; CGO, BVO
22. Add Section 14.138.B.1 for Landscaping in NGO which was erroneously omitted
23. Add section to put design review of overlay zones relative to “adjacent” historic structure under HLC and then DRC would only review if historic structure is not “adjacent”; GO, BVO, NGO, CGO
24. Add and amend Other Applicable Use Standards in all zones that overlay zones apply and clarify what applies to AH-MP with the multiple overlay zones
25. Add clear and objective design standards for residential development
26. Add gender/number neutral statement
27. Amend Section 7.100 to clarify “gross floor area” for parking calculation

III. PUBLIC REVIEW AND COMMENT

A. Astoria Planning Commission

A public notice was mailed to all property owners with the Bridge Vista Overlay Area, Neighborhood Associations, various agencies, and interested parties on March 5, 2019. In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on March 19, 2019. State required Measure 56 mailing was mailed to all property owners within the Bridge Vista Overlay Area. The proposed amendment is legislative as it applies City-wide in the specific
zones. As required per Article 9, on site notice was posted on March 12, 2019 in the affected overlay areas as follows: one near 2nd street at the previous appeal site (BVO); one on the corner of 30th and Marine Drive (CGO); and one near 43rd and Lief Erikson Drive (CGO).

The Astoria Planning Commission opened the public hearing at the March 26, 2019 meeting and continued the public hearing to the April 23, 2019 meeting. While additional public notice was not required, additional public notice was provided.

B. State Agencies

Although concurrence or approval by State agencies is not required for adoption of the proposed amendments, the City has provided a copy of the draft amendments to representatives of the Oregon Departments of Transportation (ODOT) and Land Conservation and Development (DLCD) as part of the planning process.

C. City Council

A public notice was mailed to Neighborhood Associations, various agencies, and interested parties on May 10, 2019. In accordance with ORS 227.186(5), State required Measure 56 mailing, a notice was mailed on April 2, 2019 to all property owners within the City advising “...that the City has proposed a land use regulation that may affect the permissible uses of your property and other properties.” In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on June 9, 2019. In accordance with Section 9.020.D, a notice was posted on March 29, 2019 at the following locations: corner of 30th and Marine Drive and near the corner of 43rd and Lief Erikson Drive. The proposed amendment is legislative as it applies City-wide.

IV. FINDINGS OF FACT

A. Development Code Section 10.020.A states that “an amendment to the text of the Development Code or the Comprehensive Plan may be initiated by the City Council, Planning Commission, the Community Development Director, a person owning property in the City, or a City resident.”

Finding: The proposed amendments to the Development Code is being initiated by the Community Development Director on behalf of the City Council.

B. Section 10.050(A) states that “The following amendment actions are considered legislative under this Code:

1. An amendment to the text of the Development Code or Comprehensive Plan.”

Finding: The proposed amendment is to amend the text of the Astoria Development Code Article 14 concerning Riverfront Overlay Zones, Article 1 concerning definitions and commissions, and Article 3 concerning building
height exemptions. The amendment would amend existing and create new overlay zone standards.

The proposed amendments are applicable to a large area of the City. Processing as a legislative action is appropriate.

C. Section 10.070(A)(1) concerning Text Amendments, requires that “The amendment is consistent with the Comprehensive Plan.”

1. CP.005(5), General Plan Philosophy and Policy Statement states that local comprehensive plans “Shall be regularly reviewed, and, if necessary, revised to keep them consistent with the changing needs and desires of the public they are designed to serve.”

Finding: The City accepted the Riverfront Vision Plan in 2009 as a long-range planning framework to address the changing needs and desires of the citizens concerning Riverfront development and the need to protect the environment. Codes to implement the Vision Plan concepts were adopted by the Council. The City Council directed staff to initiate Development Code amendments to clarify some of the adopted language, reduce the maximum building height in the BVO, and add additional standards to address the concerns with clarity of the code and the desires of the public. Issues relative to BVO building height and mass were moved into A19-01B for separate consideration.

2. CP.010(2), Natural Features states that “The City will cooperate to foster a high quality of development through the use of flexible development standards, cluster or open space subdivisions, the sale or use of public lands, and other techniques. Site design which conforms with the natural topography and protects natural vegetation will be encouraged. Protection of scenic views and vistas will be encouraged.”

Finding: The proposed amendments will amend the BVO, CGO, and NGO codes that implemented the Riverfront Vision Plan. The amendments include clarification of existing design standards for development, protection of scenic views and vistas.

3. CP.015(1), General Land & Water Goals states that “It is the primary goal of the Comprehensive Plan to maintain Astoria’s existing character by encouraging a compact urban form, by strengthening the downtown core and waterfront areas, and by protecting the residential and historic character of the City’s neighborhoods. It is the intent of the Plan to promote Astoria as the commercial, industrial, tourist, and cultural center of the area.”

CP.015(1), General Land & Water Goals states that “Because of the City’s strong water orientation, the Plan supports continuing regional efforts to manage the Columbia River estuary and shorelands. The City’s land use controls, within this regional context, will be aimed at protecting the estuary environment and at promoting the best use of the City’s shorelands.”
Finding: The proposed amendments will clarify and strengthen the existing Riverfront Vision Plan area overlay zones development standards. The design and landscaping standards protect the historic character of the City and waterfront areas. The use of native vegetation will help protect the estuary environment. The proposed ordinance is intended to provide the guidance to help achieve these goals.

4. CP.020(2), Community Growth, Plan Strategy, states that “The Columbia River waterfront is considered a multiple use area. The development of this area is to be encouraged in a flexible manner, under the shorelands and estuary section.”

CP.203, Economic Development Goal 4 and Goal 4 Policies, goal states “Continue to encourage water-dependent industries to locate where there is deep water, adequate back-up space, and adequate public facilities.” Policies states “1. Maintain areas of the City in order to provide sufficient land for water dependent as well as non-water dependent industries.”

Finding: While the proposed amendments amend existing design criteria within the Bridge Vista Area, it does not prohibit development and continues to support development of water-related and water-dependent uses in the shoreland and aquatic zones in the Bridge Vista area. It would allow flexibility for some limited other development. The code clarification would allow some development in this area where some over-water and in-water activity has occurred in the past while preserving the broad vistas as viewed from the River Trail and adjacent and hillside properties.

No change to allowable uses is proposed with this amendment. The existing uses would continue to be allowed within these zones and in other portions of the City.

The requirements for shoreland and estuary development in Development Codes Articles 4 and 5 would remain applicable to any development in this area.

5. CP.020.2 states that “The Columbia River waterfront is considered a multiple use area. The development of this area is to be encouraged in a flexible manner, under the shorelands and estuary section.”

Finding: The Riverfront Vision Plan recognizes the need for development but balances that with the need to protect the vistas and views of the Columbia River, the Astoria-Megler Bridge, and the surrounding landscape. By establishing four Plan areas with different focus for development, the various sections of the Riverfront could be developed in a flexible manner. Bridge Vista Area is envisioned as more of a marine related area for overwater and shoreland development while allowing flexibility of development south of the River Trail. However, the City Council has found that the BVO code as written provided for too much flexibility and was not clear on some of the requirements such as how to review mass and scale
of new buildings. Building height and mass in the BVO will be addressed in A19-01B. The proposed amendments would still allow for some flexibility. Overall, the objectives for this area are met with the proposed allowable type and level development on land and elsewhere along the Riverfront.

6. CP.210(1), Economic Element, Economic Development Recommendations, states that “In the City’s waterfront areas, the City will continue to promote a combination of tourist-oriented development, industrial development associated with the City’s working waterfront, and water-related and dependent industries, and distribution and sales of goods and services for Astoria residents and businesses. These efforts will be guided by and consistent with the Astoria Riverfront Vision Plan.”

Finding: The proposed amendments would not change the allowable uses in the Riverfront overlay zones. It would continue to allow some development along the waterfront while reviewing the mass and scale of the buildings through the design and siting standards and identify what buildings the construction is being reviewed against.

7. CP.204, Economic Development Goal 5 and Goal 5 Policies, Goal states “Encourage the preservation of Astoria’s historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”

Finding: The proposed amendments create increased visual and physical linkages along the Columbia River with limitation on development and special siting standards for buildings and landscaping. The proposed amendments include additional architectural design that is consistent and reflective of the Uniontown historic area. The proposed amendments are intended to protect the views of the River which is one of the main tourist attractions to Astoria. Major loss of these views would be a detrimental impact to Astoria’s economy and livability.

8. CP.038.1, Port-Uniontown Overlay Area Policies, states that “The City will use the vision established in the Port/Uniontown Transportation Refinement Plan (2007) to direct future development in the Port- Uniontown Overlay Area. The overall Comprehensive Plan Policies are to:
   a. Promote development that complements the surrounding areas of Downtown and the West End.
   b. Enhance existing primary uses, such as Port of Astoria facilities, the marina, visitor services, open space, trails, and small businesses and neighborhoods.
   c. Support redevelopment of former industrial sites and vacant and underutilized lots
   d. Stimulate development interest by establishing complementary surrounding land uses and quality development and design, and by improving transportation conditions through road construction and connections, circulation plans, and access management plans.
e. Establish visual and physical linkages within and around the Port-Uniontown Overlay Area, with emphasis on the Columbia River waterfront.

f. Create a pedestrian-friendly environment through the District by increasing connectivity throughout the Port-Uniontown Overlay Area, orienting buildings toward adjacent streets and pathways, extending the River Trail, adding and improving sidewalks, and enhancing the streetscape with landscaping, human-scale lighting, seating, and other amenities.

Finding: The proposed amendments would retain the existing zoning which allows a range of allowed land uses in these areas. The revisions and/or clarifications of the design and siting standards would preserve and/or create view corridors and preserve portions of the waterfront for vistas and views that are currently could be developed with taller buildings in the BVO. The proposal balances the need for development and the need for public access to the waterfront by recognizing the visual connection to the river from the hillsides, the River, the River Trail, and from the highway by allowing the mixed uses but with design and siting standards.

The majority of the Port-owned property (Piers 1, 2, 3) are not within the BVO and not subject to the Riverfront Vision requirements. The east area of Port property including the existing former Astoria Riverwalk Inn and the area between the Inn and the Maritime Memorial are included in the BVO area. These areas are intended to be pedestrian-friendly and are partially within the Pedestrian-Oriented District.

9. CP.038, Port-Uniontown Overlay Area Policies, states that

“2. The City will implement the Port-Uniontown Overlay Area element of the Comprehensive Plan through its Design Review process and amendments to the Development Code that provide design and development standards.

3. The City, through the Development Code, will develop a set of design standards for the Port-Uniontown Overlay Area that address building massing and orientation, architecture, access and parking, streetscape, landscaping, and other elements. These standards will apply to development projects in the District as defined in the Development Code.

4. To the extent possible, the design and development standards are intended to be clear and objective so that most proposed development can be evaluated administratively. The Design Review Committee, created and enabled by the Development Code, will review appeals of administrative decisions and proposals that vary from the standards and yet may still embody the spirit of the Port-Uniontown Overlay Area.”
Finding: The proposed amendments would clarify the existing design review guidelines and standards based on the existing historic and waterfront development design of the Uniontown and Port area. There are separate guidelines and standards for industrial versus non-industrial development acknowledging the differences in the needs of the nature of the different uses within the buildings. The design review would be conducted either by the existing Design Review Committee or administratively by the Planner. The guidelines and standards include a combination of clear and objective standards and guidelines that allow the City more discretion to allow flexibility in meeting the intent of the guidelines. However, as adopted, several sections were not as clear as needed and left too much open to interpretation. The standards and guidelines are proposed to be amended to allow for clearer ease of administration and interpretation.

The responsibilities of the Design Review Committee (DRC) were limited to the Gateway Overlay Zone in Article 1 of the Development Code. It was intended that the DRC be the review body for all design review except for Article 6, Historic Properties, which is the responsibility of the Historic Landmarks Commission. At the time the DRC was established, the Gateway Overlay Zone was the only overlay zone for the Riverfront. The proposed amendments would expand the DRC responsibilities to all design review except historic and change the Committee to a Commission.

10. CP.068, Astoria Riverfront Vision Overlay Area Policies, states that

“1. Promote physical and visual access to the river. The overall Comprehensive Plan objectives are to:
   a. Maintain current areas of open space and create new open space areas.
   b. Provide for public access to the river within private developments.
   c. Retain public ownership of key sites along the riverfront.
   d. Protect view sheds along the river, including corridors and panoramas from key viewpoints.
   e. Use alternative development forms (e.g., clustered development, narrower, taller profiles, setbacks, stepbacks, and gaps in building frontages) to preserve views.”

Finding: The proposed amendments would further preserve visual access to the Riverfront with the clarification of mass and scale review. They also create design review and siting standards. Items to limit the size and height of buildings to reduce the mass and scale on the entire development site will be addressed separately in A10-01B.

“2. Encourage a mix of uses that supports Astoria's "working waterfront" and the City's economy. The overall Comprehensive Plan objectives are to:
   a. Maintain the authentic feel of the riverfront.
b. Prioritize siting of water-related businesses along the river.
c. Allow for some residential development along the riverfront, emphasizing smaller-scale work force (moderate income) housing.
d. Allow for development that supports downtown and other commercial areas.
e. Limit development in areas with most significant impacts on open space, view, or other resources.
f. Promote uses that provide jobs and support the local economy.”

**Finding**: The proposed amendments would not change the allowable uses but would help preserve views and allow for development that is more in scale with the existing riverfront.

“3. Support new development that respects Astoria's historic character. The overall Comprehensive Plan objectives are to:

a. Enhance or refine Development Code to achieve vision principles.
b. Implement design review, design standards, or other tools to guide the appearance of new development.
c. Devote resources to rehabilitating old structures.”

**Finding**: The proposed amendments would create new and amend existing design review guidelines and standards that reflect the historic character of the Uniontown area for both commercial and industrial waterfront buildings and uses. The proposal would still allow for repair, restoration, and reconstruction of existing historic buildings.

“4. Protect the health of the river and adjacent natural areas. The overall Comprehensive Plan objectives are to:

a. Protect natural areas for wildlife viewing.
b. Replace invasive plants with native species.
c. Incorporate natural elements in the design of future public and private improvements.”

**Finding**: The existing code would remain, but the proposed amendments would clarify the location of riparian areas for the use of native plants along the Riverfront.

**Findings**: The Astoria Riverfront Vision Plan was accepted by the City Council on December 7, 2009. The Astoria Riverfront Vision Plan was developed to address a series of land use, transportation, and scenic, natural, and historic resource issues along the Columbia riverfront in the City. The area spans from Pier 3 in the west to Tongue Point in the east along the Columbia River, and is divided into four sub-areas.
The subsequent Comprehensive Plan amendments were adopted on April 21, 2014. The subarea Development Code implementation sections were adopted as follows: Bridge Vista Overlay Zone (BVO) was adopted on June 15, 2015; Civic Greenway Overlay Zone was adopted on October 6, 2014; and Neighborhood Greenway Overlay Zone was adopted on December 7, 2015. Over the last year while working on the Urban Core proposed codes, the City Council has received numerous public comments including a petition requesting that the Council consider reducing the height of buildings and limit development on the Riverfront. The first major project for the area to be reviewed under the new standards was Design Review Request (DR18-01) by Fairfield Hotel for a hotel to be located on the land area at the 1 2nd Street. During the public hearing on an appeal of that issue as noted in the Background information in this document, the Council noted concerns with specific language in the BVO codes that were not clear and did not reflect the intent of the code as it was written in 2015. The appeal decision was required to be based on the code language as adopted and the appeals were approved reversing the DRC denial.

The Council expressed interest in amending the code to clarify various sections of the BVO to reduce confusion and clarify the design review process. Some of the issues included: statement that certain sections of the code control over other sections when there is a conflict between requirements; clarify which design standards apply to new construction and which apply to alterations to existing structures; clarify how the stepbacks are applied to the structure; clarify that mass and scale review applies to the entire structure and not just the street facade; and identify what structures and/or area is included when reviewing compatibility with the proposed structure. There were several other issues that staff identified as needing clarification.

In addition, based on public input, the City Council requested that the BVO area height be reduced to 28’ from the current 35’ height allowance and consider the mass of the building on the site. The current code would allow a variance up to 45’ high. At its April 23, 2019 meeting, height and mass became the focus of public input and APC discussion. Therefore, in an attempt to proceed with the majority of the amendments that were not...
controversial, the APC split the amendment draft into two sections. One section would address just the height and gross square footage issue (A19-01B) allowing the rest of the amendment to proceed. A19-01B portion of the request was continued to the May 28, 2019 APC meeting for further discussion. The APC recommended that the City Council adopt the proposed amendments on the first part of the request (A19-01A).

The adopted Vision Plan and Comprehensive Plan do not address specific issues such as height, setbacks, uses, etc. They give guidelines for how to implement the goals of the Vision Plan such as Promote physical and visual access to the river; Encourage a mix of uses that supports Astoria’s "working waterfront" and the City’s economy; Support new development that respects Astoria’s historic character; Protect the health of the river and adjacent natural areas; and Enhance the River Trail. These goals can conflict at times and the implementation of the Plan has been controversial in interpretation. The proposed amendments would not change the allowable uses within the Overlay Zone areas but would address their compatibility with the character of Astoria. The working waterfront once had multiple buildings that were between one and three stories tall. Most of the existing buildings in Astoria are one and two stories tall with a few taller buildings along the waterfront and in other areas. There has been a lot of discussion on what a “working waterfront” should be and whether large hotels are what was envisioned. Section CP.068.2 refers to encouraging water-related business and maintaining an authentic feel of the riverfront. The proposed amendments would clarify the design review of projects and how to compare them with other buildings in the area and would allow for the protection of the River Trail environment.

Some of the design related amendments would help to maintain the historic character of Astoria while allowing for buildings that are not necessarily historic in design.

Most of the proposed amendments are for the Bridge Vista Area but some are to clarify language and/or be consistent with other sections of the Code and would be applicable to all of the overlay zone areas.

While possibly limiting the feasibility of some new development due to the economics of construction, the proposed amendments do not prohibit development or uses beyond what the Code allows now. The amendments are in direct response to citizen concerns and the City Council desire to clarify how to interpret the existing Code based on how they interpret the Riverfront Vision Plan and the intended results of the Code as originally adopted. The proposed amendments would be consistent with the goals of this Comprehensive Plan section.

11. CP.140.C, Columbia River Estuary Aquatic and Shoreland Designations, Development Aquatic, states “Development Aquatic areas are designated to provide for navigation and other identified needs for public, commercial, and industrial water-dependent uses. The objective of the Development Aquatic designation is to ensure optimum utilization of appropriate aquatic
areas by providing for intensive development. Such areas include deepwater adjacent to or near the shoreline, navigation channels, sub-tidal areas for in-water disposal of dredged material, areas of minimal biological significance needed for uses requiring alteration of the estuary, and areas that are not in Conservation or Natural designation. These areas are in the Aquatic One Development Zone (A-1), the Aquatic Two Development Zone (A-2), the Aquatic Two-A Development Zone (A-2A).”

CP.140.E, Columbia River Estuary Aquatic and Shoreland Designations, Development Shoreland, states “Development Shoreland areas are designated to provide for water-related and water-dependent development along the estuary's shoreline. These areas may present opportunities to develop uses that complement uses in Downtown Astoria, consistent with the City’s Riverfront Vision Plan. Development Shoreland areas include urban or developed shorelands with little or no natural resource value, and shorelands with existing water-dependent or water-related uses. Development Shoreland areas may include scenic vistas of the Columbia River that may be an important planning objective to protect, consistent with the City’s Riverfront Vision Plan. These areas are in the General Development Shorelands Zone (S-2), or the Tourist-Oriented Shorelands Zone (S-2A). Some of these areas are in residential or commercial zones with a Shorelands Overlay Zone.”

Finding: The Aquatic and Shoreland designations are not proposed to be changed. The design review would be for all uses and activities. The objective of the Riverfront Vision Plan is to protect some vistas of the Columbia River. The proposed amendments are consistent with the intent of this CP section.

12. CP.186.C, Cumulative Impacts, Cumulative Impact Analysis, states that


Activities generating cumulative impacts on public access can both enhance and reduce opportunities for public access to the waters and shorelines of the Columbia River Estuary. Public access is treated broadly here to include both physical and visual access... 

Boat ramps and marinas have a strongly beneficial cumulative impact on public access for the boating public. Private individual moorages on the other hand can have negative cumulative impacts with respect to public access if allowed to overcrowd particular waterways. Continuous development of individual moorages along a reach of the Columbia River Estuary or a tributary can block public shoreline access and inhibit small boat navigation, having a strongly negative cumulative impact. The regional estuarine construction policies and standards encourage community docks and piers and discourage individual moorages...
Port development is often not fully compatible with public access; however, the cumulative impact of port development on public access is expected to be minor. Port development is limited to only a few sites in the estuary. Full development of all existing designated Development and Water Dependent Development shorelands would not significantly reduce public access opportunities in the Columbia River Estuary, but may have locally significant effects. . .

5. Recreation/Tourism.

Discussion of cumulative impacts on recreation and tourism includes estuary-oriented recreation undertaken by both local residents and by visitors from outside the region. Many impacts may be largely aesthetic in nature. . .

Boat ramps, marinas, and moorages have a generally positive impact on recreation and tourism, though there may also be a negative aesthetic component. The net cumulative impact is probably positive, however, because the estuary is large relative to the extent of existing recreational boat facilities. . .

Port development may generate both positive and negative impacts with respect to tourism and recreation. The passage of deep draft vessels up and down the Columbia River Estuary, together with associated tug, barge, and wharf activities, are significant elements of the Columbia River Estuary's attractiveness for visitors. Port development may also, however, generate negative impacts on recreational fishing and public access (see “Columbia River Estuary Regional Management Plan” Subsections 5.3.3. and 5.3.1.). Net cumulative impacts are believed to be positive. . .

Finding: The existing code limits some Riverfront areas to water-related and water-dependent uses consistent with the fishing industry and Port activities. It also limits some important public view areas to development at shoreland height maximum. This supports boat ramps, marinas, moorages, etc. that are considered to be a positive impact on recreation and tourism. The proposed amendments are intended to minimize the cumulative negative impacts along the Riverfront by preserving some areas for marine development and protecting some vistas and views.

13. CP.185(M), Regional Estuary and Shoreland Policies, Public Access Policies, states that “Public access” is used broadly here to include direct physical access to estuary aquatic areas (boat ramps, for example), aesthetic access (viewing opportunities, for example), and other facilities that provide some degree of public access to Columbia River Estuary shorelands and aquatic areas.”

CP.185(M.2 to 5), Regional Estuary and Shoreland Policies, Public Access Policies, states that
1. Public access in urban areas shall be preserved and enhanced through waterfront restoration and public facilities construction, and other actions consistent with Astoria’s public access plan.

2. Proposed major shoreline developments shall not, individually or cumulatively, exclude the public from shoreline access to areas traditionally used for fishing, hunting or other shoreline activities.

3. Astoria will develop and implement programs for increasing public access.

CP.185(N.2), Regional Estuary and Shoreland Policies, Recreation and Tourism Policies, states that “Recreation uses in waterfront areas shall take maximum advantage of their proximity to the water by: providing water access points or waterfront viewing areas; and building designs that are visually u [typo from original ordinance] with the waterfront.”

CP.204, Economic Development Goal 5 and Goal 5 Policies, Goal states “Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.” The Policy 1 states “Provide public access to the waterfront wherever feasible and protect existing access. The importance of the downtown waterfront in terms of aesthetics, public access and business improvement cannot be overemphasized. The City supports the concept of the "People Places Plan," and encourages local organizations in the construction and maintenance of waterfront parks and viewing areas.”

Finding: One of the reasons the Riverfront Vision Plan was developed was to enhance public access to the estuary and allow for preservation of public open space and park areas along the Columbia River. Public access includes both physical and visual access. The River Trail along the Columbia River is used by locals as well as visitors and is maintained for its aesthetic values as well as for its transportation values. The Bridge Vista Area was identified as an area to allow some development while preserving visual and public access. The Urban Core Area was identified for more intense development and the Civic Greenway Area was identified for more open space. The existing on-land building and landscaping setback and stepbacks create wider view corridors from West Marine / Marine Drive. However, the design, mass, and scale of the proposed new development of the hotel at 2nd Street did not achieve the expectations of the adopted guidelines and standards. The City Council found them to be too flexible in their interpretation, and somewhat confusing as to how to apply mass and scale review to the proposal. Therefore, the Council has requested a height reduction for the BVO and some clarification of the existing language to retain some flexibility in design, but to give more guidance on how to apply certain sections of the code. The issue of height and mass will be addressed separately in A19-01B as noted above.

The submerged lands (over-water) areas are owned by the State and leases are managed by Division of State Lands. Much of the waterfront
area is not currently leased. The upland property owner has the first right of refusal for use of the submerged land area. However, anyone can lease from DLS. While there are tax lots platted out into the River, the tax lot owner does not pay taxes on the lot other than for improvements that are located on the lot. By State law, the public has rights to both physical and visual access to the water.

The proposed amendments would protect public visual and physical access to the River. The proposed amendment would review the design of development to minimize the impact on public access. The original standards were based on the visual impacts of the dimensions and site location of the existing Cannery Pier Hotel (10 Basin Street) located on the west end of the River Trail, and two other over-water structures at 100 31st Street (Big Red) and 100 39th Street (Pier 39). The proposed height reduction was based on the visual impact of the proposed hotel which was approved with the existing guidelines and standards and the public concern that the size of the structure is not compatible with the desired development of the BVO area and Riverfront. This amendment addresses design issues and the issue of height and mass will be addressed separately in A19-01B as noted above.

14. CP.460(3), Natural Resource Policies states that “The City recognizes the importance of "trade offs" that must occur in the planning process. Although certain estuary areas have been designated for intensive development, other areas will be left in their natural condition in order to balance environmental and economic concerns.”

Finding: The proposed amendment allows for some over-water development while addressing design and location issues. The existing code encourages and/or requires the use of native plants along the Riverfront and the proposed amendment would clarify the location of “riparian” areas. The standards maintain open areas for protection of the estuary habitat and to maintain vistas and views.

15. CP.204(3 & 4), Economic Development Goal 5 and Goal 5 Policies, Goal states “Encourage the preservation of Astoria's historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.” The Policies state

3. Encourage the growth of tourism as a part of the economy.
   a. Consider zoning standards that improve the attractiveness of the City, including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.

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

CP.250(1), Historic Preservation Goals states that “The City will Promote and encourage, by voluntary means whenever possible, the preservation, restoration and adaptive use of sites, areas, buildings, structures,
appurtenances, places and elements that are indicative of Astoria’s historical heritage.”

CP.250(3), Historic Preservation Goals states that “The City will Encourage the application of historical considerations in the beautification of Astoria’s Columbia River waterfront.

CP.200(6), Economic Development Goals states that the City will “Encourage the preservation of Astoria’s historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”

CP.205(5), Economic Development Policies states that “The City encourages the growth of tourism as a part of the economy. Zoning standards which improve the attractiveness of the city shall be considered including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.”

Finding: The existing code includes design standards to allow for development that is consistent with the design of the historic Uniontown area and that is compatible with the existing development within the area. However, when applying the existing code language, the City Council found that language was inconsistent and that it was unclear how to preserve compatibility with “historic” structures and/or buildings without a clear understanding of what area was included in the review and how a new building could be compatible with a non-habitable structure such as the cannery boiler at 2nd Street.

The River and River Trail are important tourism/economic assets for the City and would be protected from incompatible development with the proposed amendments. The proposed amendments clarify some height exemptions, and clarify how to review for compatibility, mass, and scale with the existing historic and/or other existing structures. The proposed code amendments would also protect more of the scenic views of the Columbia River waterfront with standards for design and mass/scale of development. The area west of 2nd Street was the site of a former fish processing facility. This site contains a good example of the former pile field, a portion of the facility (a boiler), and historic ballast rock piles. The site and remaining structures/features are designated historic. The City Council found it difficult to review a 45’ tall hotel for compatibility with a non-habitable boiler and ballast rock piles. The proposed amendment would clarify how to apply the standards in these situations and still protect the historic site.

With the review by the Historic Landmarks Commission (HLC) of any project “adjacent” to a historic property, the proposed amendments would also allow a single Commission review of the design criteria relative to historic compatibility. If the HLC is required to review the project, they would also review the historic compatibility aspects of the Design Review overlay zone rather than the Design Review Committee (DRC). The DRC
would continue to review all other portions of the overlay zone design review. This would reduce any conflict between the review by different Commissions.

16. CP.270, Parks, Recreation, and Open Space Element, Goals states that "The City of Astoria will work:
1. To develop a balanced park system.
2. To reflect Astoria’s special qualities and characteristics. . .
5. To provide or encourage waterfront parks. . .
7. To promote general beautification. . .
12. The City will continue its efforts to improve public access to the shoreline through:
   a. The construction of public access points, pathways, and street ends;
   b. The encouragement of public access projects in conjunction with private waterfront development actions, possibly through the use of local improvement districts and/or grant funds; and
   c. The protection of street ends and other public lands from vacation or sale where there is the potential for public access to the water. The City will work with the Division of State Lands (DSL) to determine the status of submerged and submersible lands adjacent to the City street ends."

Finding: The City has established a River Trail along the Columbia River as a City park. The Riverfront Vision Plan identifies this as a public area and encourages protection of a portion of the public views and vistas in the Bridge Vista Area. The RVP for the Bridge Vista Planning Area identified Land Use Assumptions and Objectives which state that “This area is an appropriate location for new overwater development, should it occur. However, specific areas should remain open to preserve broad view of the river…”

As noted above, the submerged lands (over-water) areas are owned by the State and leases are managed by Division of State Lands. Much of the waterfront area is not currently leased. By State law, the public has rights to both physical and visual access to the water.

The proposed amendments address development on both the water and land side of the River Trail with clarification of the design guidelines and standards. The limitation of building size and height would protect the waterfront park from incompatible intrusions but will be addressed separately in A19-01B.

17. CP.470(1), Citizen Involvement states that “Citizens, including residents and property owners, shall have the opportunity to be involved in all phases of the planning efforts of the City, including collection of data and the development of policies.”

Finding: Throughout the process of drafting the original Riverfront overlay areas ordinances, the City provided extensive public outreach. With the
review of the recent HLC and DRC permits for the hotel and the subsequent appeal hearing, the public were provided many opportunities to be involved in the process. Invitations and notices were sent to interested parties, neighborhood associations, property owners, stakeholders, email lists, web site, notices in the Daily Astorian, etc. to advise them of the opportunity to provide suggestions and comments. The Council considered the public input but recognized that the current proposal would need to be evaluated against the existing code, and that the code was unclear on several issues. Due to the lack of clarity and the extensive public comments, the City Council initiated the process to amend the code to better address the needs of the reviewing bodies and the desires of the general public. A work session with public input was held by the City Council at their February 19, 2019 meeting. A code amendment is being processed through additional public hearings before the Planning Commission and the City Council to address these concerns.

The City was very conscious of the interest in protection of the Riverfront and the need to have an ordinance that would meet the needs of the citizens, property owners, protect the environment and historic resources, be in compliance with State regulations, and would be a permit process that was easy for both the citizens and staff.

Finding: The request is consistent with the Comprehensive Plan.

D. Section 10.070(A)(2) concerning Text Amendments requires that “The amendment will not adversely affect the ability of the City to satisfy land and water use needs.”

Finding: The proposed amendment will satisfy land use needs in that it will allow for the development of private properties while protecting the vistas and views along the Bridge Vista Area of the River Trail.

Change in allowable uses is not being proposed and will not change the Buildable Lands Inventory statistics. The proposed amendment will not adversely affect the ability of the City to satisfy land and water use needs.

E. Oregon Administrative Rules Section 660-012-0060 (Plan and Land Use Regulation Amendments) states that:

“(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:
(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
(b) Change standards implementing a functional classification system; or
(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.”

Finding: No map amendment is proposed. No change in use is proposed. The proposed amendments would impact the siting and design of buildings. The proposed amendments will not impact transportation facilities. The proposed amendments comply with the Oregon Administrative Rules Section 660-012-0060 (Plan and Land Use Regulation Amendments) requirements.

F. ORS 197.303 and ORS 197.307 relate to State required standards for certain housing in urban growth areas. The ORS state the following:

“ORS 197.303, Needed Housing Defined.

(1) As used in ORS 197.307 (Effect of need for certain housing in urban growth areas), “needed housing” means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. “Needed housing” includes the following housing types:

(a) Attached and detached single-family housing and multiple family housing for both owner and renter occupancy;

(b) Government assisted housing;

(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 (Policy) to 197.490 (Restriction on establishment of park);
(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions; and

(e) Housing for farmworkers.”

“ORS 197.307, Effect of need for certain housing in urban growth areas

• approval standards for residential development
• placement standards for approval of manufactured dwellings

(1) The availability of affordable, decent, safe and sanitary housing opportunities for persons of lower, middle and fixed income, including housing for farmworkers, is a matter of statewide concern.

(2) Many persons of lower, middle and fixed income depend on government assisted housing as a source of affordable, decent, safe and sanitary housing.

(3) When a need has been shown for housing within an urban growth boundary at particular price ranges and rent levels, needed housing shall be permitted in one or more zoning districts or in zones described by some comprehensive plans as overlay zones with sufficient buildable land to satisfy that need.

(4) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:

(a) May include, but are not limited to, one or more provisions regulating the density or height of a development.

(b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

(5) The provisions of subsection (4) of this section do not apply to:

(a) An application or permit for residential development in an area identified in a formally adopted central city plan, or a regional center as defined by Metro, in a city with a population of 500,000 or more.

(b) An application or permit for residential development in historic areas designated for protection under a land use planning goal protecting historic areas.

(6) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in subsection (4) of this section, a local government may adopt and apply an alternative approval process for applications and permits for residential development based on approval criteria regulating, in whole or in part, appearance or aesthetics that are not clear and objective if:

(a) The applicant retains the option of proceeding under the approval process that meets the requirements of subsection (4) of this section;

(b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

(c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in subsection (4) of this section.

(7) Subject to subsection (4) of this section, this section does not infringe on a local government’s prerogative to:
(a) **Set approval standards under which a particular housing type is permitted outright;**
(b) **Impose special conditions upon approval of a specific development proposal; or**
(c) **Establish approval procedures.”**

Finding: State regulations require cities and counties to zone for all types of housing. The ORS defines “needed housing” to include affordable, low income, and very low-income housing types. ORS 197.307 addresses the determination of needed housing, allowable standards, and a clear process for design review. The City of Astoria conducted a Buildable Lands Inventory which was adopted in 2011. The report noted that there was surplus land zoned for medium and high-density residential development but a deficit of low-density residential land for an overall deficit of land zoned for residential use. There have been minor zone amendments since 2011 but the overall surplus and deficit is about the same. Multi-family residential use is also allowed in some non-residential zones allowing for more high-density residential development. The proposed amendments would still allow for multi-family dwellings in the commercial zone and would not reduce the “residentially zoned” land supply.

### Estimated Net Land Surplus/(Deficit) by Zoning Designation, Astoria UGB, 2027

<table>
<thead>
<tr>
<th>Type of Use</th>
<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>AH-MP</th>
<th>Total</th>
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<tbody>
<tr>
<td>Land Need</td>
<td>115.4</td>
<td>51.2</td>
<td>67.0</td>
<td>2.7</td>
<td>236.3*</td>
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<tr>
<td>Land Supply</td>
<td>25.20</td>
<td>74.99</td>
<td>119.18</td>
<td>1.49</td>
<td>220.86</td>
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<tr>
<td>Surplus/(Deficit)</td>
<td>(90.20)</td>
<td>23.79</td>
<td>52.18</td>
<td>(1.21)</td>
<td>(15.44)*</td>
</tr>
</tbody>
</table>

Source: Wingard Planning & Development Services

* Note: Scrivener’s Error in actual figure. BLI shows 236.4 and (15.54) but should be 236.3 and (15.44).

### Estimated Net Land Surplus/(Deficit) by Zoning Designation, Astoria UGB, 2027

<table>
<thead>
<tr>
<th>Growth Scenario</th>
<th>Type of Use</th>
<th>Commercial (Office/Retail)</th>
<th>Industrial/Other</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Medium</td>
<td>Land Need</td>
<td>38.2</td>
<td>11.5</td>
<td>49.7</td>
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<td></td>
<td>Land Supply</td>
<td>17.1</td>
<td>39.3</td>
<td>56.4</td>
</tr>
<tr>
<td>Surplus/(Deficit)</td>
<td>Surplus/(Deficit)</td>
<td>(21.1)</td>
<td>27.8</td>
<td>6.7</td>
</tr>
</tbody>
</table>

Source: Cogan Owens Cogan

The proposed amendment includes the addition of “clear and objective standards” for residential development. The proposed standards are similar to those adopted for the Civic Greenway Overlay area and allow for administrative review of projects meeting the specific design standards. Developers may choose this direct method with no deviation or go through the public process which allows more flexibility and discretion in the design.

The proposed amendments would be in compliance with the above noted ORS requirements relative to housing.

G. The Clatsop County Housing Strategies Report (January 2019 Draft) addresses housing issues in the County and the five jurisdictions within the County including Astoria. The Report has not yet been adopted by the communities.
1. The Draft (Page 3, Introduction and Overview) states that “The strategies presented in this report reflect the following overarching findings that have come to light during this process. These findings apply on a county-wide basis, and apply to the individual cities to different degrees:

1) Sufficient Supply, but Not the Right Types of Housing

- Technically, there seems to be a sufficient supply of land and number of housing units to meet both current and future needs. However, much of this supply serves the second home and short-term rental market, leaving insufficient supply for year-round residents to both purchase or rent. In addition, some of the supply of future residential land suffers from a variety of constraints related to natural features and hazards, infrastructure challenges, or other issues.

2) Add the Right Types of Supply

- Strategies should focus on adding the right type of supply, meaning home-buying opportunities at affordable price points, and more multi-family rental housing.
- Adding “missing middle” housing types such as townhomes, cottage clusters, and medium density housing can help to meeting the needs of first-time homebuyers. This housing, if not located in the most sought-after beach locations, should be less attractive to second home buyers.
- Increased multi-family rental housing development should be encouraged to serve the local service, tourism, and other working-class sectors.”

**Finding:** Astoria has addressed part of the first issue “Sufficient Supply, but Not the Right Types of Housing” as described in this section by regulating transient lodging that could otherwise be utilized for year-round residents. Vacation homes and other short-term rentals that are not occupied by owners at the same time as guests are prohibited in Astoria. There is a large portion of the available “residential” property in Astoria that has constraints such as natural features and infrastructure challenges. These properties are available for development but are more challenging. The second issue of “Add the Right Types of Supply” addresses the need for affordable housing not just high-end housing and even suggests that it not be located “. . . in the most sought-after beach locations. . .” which for Astoria is the Riverfront locations. The City has adopted standards for a Compact Residential Zone to allow for cottage clusters and more affordable housing development. These standards could be applied to any area with a zone change to implement it. The City also has a Planned Development Overlay Zone that allows for development flexibility which could accommodate more affordable housing. The Riverfront area is generally not the area that
would be developed for affordable housing as it would be considered more desirable for high-end housing especially due to the higher costs to develop along the waterfront. Multi-family residential development in the C-3 General Commercial Zone in this area would be allowed outright. The Compact Residential Zone is a possibility for potential rezoning. The proposed amendments would continue to allow housing above commercial uses in mixed-use development projects.

2. The Housing Study (Page 4, Section 2, Housing Trends, Key Findings) states “The overall findings of our technical analysis of current housing conditions (Appendix A) include: . . .

□ Newly-built housing supply will tend to be more expensive housing, as it is up-to-date and in better condition than older housing. However, adding new supply for higher-income households is necessary to allow the older housing supply to “filter” to those with more modest income.

□ Denser forms of housing, such as townhomes and condos rather than single family homes, may help create some smaller and lower-priced housing stock that can serve first-time and lower-income buyers. In addition, housing in areas less attractive to tourists (for instance, further from the beach or the town center) may be less likely to be consumed by second home seekers or investors. . . .”

Finding: Housing for first-time and lower-income buyers could be provided through the Compact Residential Zone, Planned Development Overlay Zone, and in existing medium and high-density zoned areas which are currently noted as being in surplus in the Buildable Lands Inventory. As noted above, some of these areas may be more challenging to develop. However, the proposed amendments would allow for housing to be developed along the Riverfront but as noted in the Study, these may not likely be developed as affordable housing.

3. The Housing Study, Land Supply Strategy 3 (Page 8, Refine BLI Data and Results - for Warrenton and Astoria) states “The City of Astoria noted major constraints associated with federally owned land within the UGB. This land is shown as potentially buildable in the current BLI results but may not in fact be available for development during the planning period, based on constraints associated with federal ownership and management of this area. The City should work with other government agencies to clarify the status of this land and remove it from the BLI as appropriate. . . .”

Finding: As noted in the Report, the City has other strategies available for addressing the availability of land for residential development. The proposed amendments would not eliminate the possibility of some housing in this area.
4. The Housing Study, Policy and Development Code Strategy 4 (Page 14, Support High Density Housing in Commercial Zones) identifies the following as possible code amendment strategies:

“Allow multi-family housing outright.
Consider allowing single-family attached housing.
Allow vertical mixed-use development outright.
Adopt a minimum density standard.
Tailor development and density standards.”

**Finding:** The proposed code amendments would not change the allowable uses in the Bridge Vista area. Multi-family residential development in the C-3 General Commercial Zone in this area would be allowed outright. As noted above the Compact Residential Zone is a possibility for potential rezoning. The proposed amendments would continue to allow housing above commercial uses in mixed-use development projects.

**Finding:** While not an adopted Report, this Report was referenced by the attorney for Astoria Warehousing in a letter dated April 9, 2019 which is attached to this document. The above Findings address some of the issues raised in this letter and other issues in the Draft Report. Overall, the proposed amendments would not be in conflict with the strategies identified in the Report as there are multiple suggested strategies and the proposed amendments would not prohibit residential development in some areas of the Bridge Vista Overlay area.

V. CONCLUSION AND RECOMMENDATION

The request is consistent with the Comprehensive Plan and Development Code. The Planning Commission held a public hearing and recommends that the City Council adopt the proposed amendments.
ORDINANCE NO. 19-____

AN ORDINANCE AMENDING THE ASTORIA DEVELOPMENT CODE CONCERNING RIVERFRONT VISION OVERLAY ZONES CORRECTIONS, UPDATES, AND CLARIFICATIONS IN MULTIPLE SECTIONS.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Development Code Article 1, Basic Provisions, is amended as follows:

Section 1.045, Number and Gender, is added to read as follows:

“In this code, words in the singular number may include the plural and words in the plural number may include the singular. Words in this code in the masculine gender may include the feminine and the neuter.”

Section 1.101, Establishment of Design Review Committee, is hereby deleted and replaced to read as follows:

“1.101. ESTABLISHMENT OF DESIGN REVIEW COMMISSION.

There is hereby created a Design Review Commission whose responsibilities are limited to design review in the Astoria Development Code other than those in Article 6, Historic Properties Ordinance, which is the responsibility of the Historic Landmarks Commission.”

Section 1.103, Purpose and Duties of the Design Review Committee, is hereby deleted and replaced to read as follows:

“1.103. PURPOSE AND DUTIES OF THE DESIGN REVIEW COMMISSION.

A. The purpose of the Design Review Commission is to evaluate the design of proposed projects based on established design review guidelines in the Astoria Development Code other than those in Article 6, Historic Properties Ordinance. The Commission will function in compliance with the procedures of Article 9 of the Astoria Development Code.”

Section 1.105, Membership, is hereby deleted and replaced to read as follows:

“1.105. MEMBERSHIP.

A. The Planning Commission and Historic Landmarks Commission shall each consist of seven members to be appointed by the City's Mayor, and such additional ex officio, nonvoting members as the City Council may from time to time determine are necessary. The following apply to each the Planning Commission and the Historic Landmarks Commission.

1. Not more than two members may be nonresidents of the City.
B. The Design Review Commission shall consist of five members to be appointed by the City’s Mayor, and such additional ex officio, non-voting members as the City Council may from time to time determine are necessary. The following apply to the Design Review Commission.

1. The Design Review Commission shall consist of five individuals and will include a builder, a design professional (architect, landscape architect, building designer, or artist), a businessperson, a citizen representative, and a Historic Landmarks Commission representative.

2. Not more than one member may be a nonresident of the City.

C. The following shall apply to the Planning Commission, Historic Landmarks Commission, and Design Review Commission.

1. Each member of the Commission or Committee shall hold office for four (4) years. Terms of Commission or Committee members shall be staggered so that not more than two positions will expire in any one year. Members may be reappointed. Ex officio members shall hold their office at the pleasure of the City Council. Not more than two City officials shall be ex officio, non-voting members in accordance with ORS 227.030.

2. A vacancy on the Commission or Committee, whether by death, resignation or removal by the Mayor, shall be filled for the unexpired term.

3. A member may be removed by the Mayor at the Mayor’s discretion.

4. No more than two voting members shall be engaged principally in the buying, selling, or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, that is engaged principally in the buying, selling or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of business, trade or profession.

5. A member of the Commission or Committee shall not participate in any Commission or Committee proceeding or action in which any of the following has a direct or substantial financial interest: the member or their spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which they are then serving or have served within the previous two years, or any business with which they are negotiating for or have an arrangement or understand concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting of the Commission or Committee where the action is being taken.

6. Members of the Commission or Committee receive no compensation.”

Section 1.120, Meetings, is deleted in its entirety and replaced to read as follows:
“1.120. **MEETINGS.**

A. **Quorum.**

1. Four voting members shall constitute a quorum for the Planning Commission or Historic Landmarks Commission.

2. Three voting members shall constitute a quorum for the Design Review Commission.

B. **Procedures.**

The Commission or Committee may make and alter rules and regulations for its government and procedure consistent with the laws of the State of Oregon and with the City Charter and this Code. The Planning Commission and Historic Landmarks Commission should meet at least once per month. The Design Review Commission should meet as needed.”

Section 1.400, Definitions, specific definitions are added to read as follows:

“BUILDING SCALE: See “Scale, Building”.

“BUILDINGS, HISTORIC: Buildings which are designated as historic within Astoria are structures intended to shelter human activity. Examples include a house, barn, hotel, church or similar construction. The term building, as in outbuilding, can be used to refer to historically and functionally related units, such as a courthouse and a jail, or a barn and a house.”

“GROSS FLOOR AREA: See “Floor Area, Gross”.

“MASS, BUILDING: See “Building Mass”.

“OBJECTS, HISTORIC: Objects which are designated as historic within Astoria are usually artistic in nature, or small in scale when compared to structures and buildings. Though objects may be movable, they are generally associated with a specific setting or environment. Examples of objects include monuments, sculptures, and fountains.”

“OUTDOOR STORAGE AREA: An area for storage of materials, products, solid waste disposal collection, recycling, utilities, mechanical equipment, and other storage unless otherwise defined. This does not include roof top equipment enclosures.”

“SCALE, BUILDING: The appearance of a structure in relation to other structures in the vicinity. Scale is affected by variations in height, setbacks, and stepbacks of upper stories.”

“SITES, HISTORIC: Sites which are designated as historic within Astoria may include discrete areas significant solely for activities in that location in the past, such as battlefields, significant archaeological finds, designed landscapes (parks and gardens), and other locations whose significance is not related to a building or structure.”
“STRUCTURES, HISTORIC: Structures which are designated as historic within Astoria differ from buildings, in that they are functional constructions meant to be used for purposes other than sheltering human activity. Examples include, an aircraft, a ship, a grain elevator, a gazebo and a bridge.”

“WOOD PROCESSING: Wood processing is an engineering discipline comprising the production of forest products, such as pulp and paper, construction materials, and tall oil. Paper engineering is a subfield of wood processing. Wood processing produces additives for further processing of timber, wood chips, cellulose, and other prefabricated material. It does not include the manufacturing of finished products from wood such as furniture or a woodworking shop.”

Section 1.400, Definitions, specific definitions are hereby deleted in their entirety and replaced to read as follows:

“ADJACENT: Contiguous to, including those properties which would share an edge or boundary if there were no intervening streets, alleys, or other rights-of-way.”

“BUILDING MASS: The height, width, and depth of a structure including non-enclosed features such as unenclosed stairs and unenclosed decks. The mass of a structure is determined by the volume of the building; variation in building shape and form; the relationship between a structure and the size of adjacent structures; and the building site and its relationship to the sidewalk and street, and importance to “human” scale.”

“DESIGN REVIEW: A process of review whereby the Historic Landmarks Commission, Design Review Commission, Planner, or their designee, evaluates new construction, or the alteration of buildings, structures, appurtenances, objects, signs, sites and districts for appropriateness.”

“FLOOR AREA, GROSS: The sum of gross horizontal areas of the several floors of a building, measured from the exterior face of the exterior walls or from the center line of walls separating two buildings, and structures on all abutting tax lots associated with a development. It does not include the following, unless otherwise noted in specific code Sections:

a. Attic space providing headroom of less than seven feet.
b. Basement providing headroom of less than seven feet.
c. Unenclosed steps or fire escapes.
d. Garages, carports; unenclosed porches; unenclosed decks greater than 12” high; or unenclosed balconies less than 100 square feet combined for all balconies on the same facade.
e. Accessory uncovered off-street parking or loading spaces.

f. Covered porticos and pedestrian entrances less than 50 square feet.

g. Outdoor storage area enclosures less than 120 square feet. The square footage of multiple enclosures within 10’ of each other shall be considered as one structure for the combined total square footage.”

“GRANTING AUTHORITY: The Community Development Director, Astoria Planning Commission, Historic Landmarks Commission, and/or the Design Review Commission who review and approve land use requests.”

“STANDARDS: For the purpose of the Riverfront Vision Plan Overlay Zones, the term standards shall mean code provisions that require or prohibit specific design features, incorporate numerical or other clear and objective standards, and provide for limited or no discretion by the appropriate review body to interpret and apply the standard.”

Section 2. Development Code Article 2, Use Zones, is amended as follows:

Section 2.095.10, Other Applicable Use Standards in the R-2 Zone is added to read as follows:

“10. All uses located within the Neighborhood Greenway Overlay Zone area will comply with the requirements of the Neighborhood Greenway Overlay Zone in Sections 14.130 to 14.138.”

Section 2.415.11, Other Applicable Use Standards in the C-3 Zone is added to read as follows:

“11. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.415.12, Other Applicable Use Standards in the C-3 Zone is added to read as follows:

“12. All uses located within the Bridge Vista Overlay Zone area will comply with the requirements of the Bridge Vista Overlay Zone in Sections 14.085 to 14.125.”

Section 2.415.13, Other Applicable Use Standards in the C-3 Zone is added to read as follows:

“13. All uses located within the Neighborhood Greenway Overlay Zone area will comply with the requirements of the Neighborhood Greenway Overlay Zone in Sections 14.130 to 14.138.:”

Section 2.485.13, Other Applicable Use Standards in the GI Zone is added to read as follows:
“13. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.515.13, Development Standards and Procedural Requirements in the A-1 Zone is added to read as follows:

“13. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.515.14, Development Standards and Procedural Requirements in the A-1 Zone is added to read as follows:

“14. All uses located within the Bridge Vista Overlay Zone area will comply with the requirements of the Bridge Vista Overlay Zone in Sections 14.085 to 14.125.”

Section 2.540.12, Development Standards and Procedural Requirements in the A-2 Zone is added to read as follows:

“12. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.540.13, Development Standards and Procedural Requirements in the A-2 Zone is added to read as follows:

“13. All uses located within the Bridge Vista Overlay Zone area will comply with the requirements of the Bridge Vista Overlay Zone in Sections 14.085 to 14.125.”

Section 2.565.10, Development Standards and Procedural Requirements in the A-2A Zone is added to read as follows:

“10. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.565.11, Development Standards and Procedural Requirements in the A-2A Zone is added to read as follows:

“11. All uses located within the Bridge Vista Overlay Zone area will comply with the requirements of the Bridge Vista Overlay Zone in Sections 14.085 to 14.125.”

Section 2.590.10, Development Standards and Procedural Requirements in the A-3 Zone is added to read as follows:
“10. All uses located within the Neighborhood Greenway Overlay Zone area will comply with the requirements of the Neighborhood Greenway Overlay Zone in Sections 14.130 to 14.138.”

Section 2.615.9, Development Standards and Procedural Requirements in the A-4 Zone is added to read as follows:

“9. All uses located within the Neighborhood Greenway Overlay Zone area will comply with the requirements of the Neighborhood Greenway Overlay Zone in Sections 14.130 to 14.138.”

Section 2.665.11, Development Standards and Procedural Requirements in the S-1 Zone is added to read as follows:

“11. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.690.12, Development Standards and Procedural Requirements in the S-2 Zone is added to read as follows:

“12. All uses located within the Bridge Vista Overlay Zone area will comply with the requirements of the Bridge Vista Overlay Zone in Sections 14.085 to 14.125.”

Section 2.715.10, Development Standards and Procedural Requirements in the S-2A Zone is added to read as follows:

“10. All uses located within the Civic Greenway Overlay Zone area will comply with the requirements of the Civic Greenway Overlay Zone in Sections 14.035 to 14.075.”

Section 2.860.10, Other Applicable Use Standards in the IN Zone is added to read as follows:

“10. All uses located within the Neighborhood Greenway Overlay Zone area will comply with the requirements of the Neighborhood Greenway Overlay Zone in Sections 14.130 to 14.138.”

Section 2.900.11, Other Applicable Use Standards in the Maritime Heritage Zone is deleted in its entirety and replaced to read as follows:

“11. All uses will comply with the requirements of the Gateway Overlay Zone in Sections 14.005 to 14.030 and/or the Civic Greenway Overlay Zone in Sections 14.035 to 14.075 as applicable.”

Section 2.972.11, Other Applicable Use Standards in the Hospitality Recreation Zone is deleted in its entirety and replaced to read as follows:
“11. All uses will comply with the requirements of the Gateway Overlay Zone in Sections 14.005 to 14.030 and/or the Civic Greenway Overlay Zone in Sections 14.035 to 14.075 as applicable.”

Section 2.981.10, Other Applicable Use Standards in the Local Service Zone is deleted in its entirety and replaced to read as follows:

“10. All uses will comply with the requirements of the Gateway Overlay Zone in Sections 14.005 to 14.030 and/or the Civic Greenway Overlay Zone in Sections 14.035 to 14.075 as applicable.”

Section 2.992.10, Other Applicable Use Standards in the Attached Housing-Mill Pond Zone is deleted in its entirety and replaced to read as follows:

“10. All uses will comply with the requirements of the Gateway Overlay Zone in Sections 14.005 to 14.030 and/or the Civic Greenway Overlay Zone in Sections 14.035 to 14.075 as applicable.”

Section 2.992.10 and 2.992.13, Other Applicable Use Standards in the Attached Housing-Mill Pond Zone are added to read as follows:

“12. For purposes of applying the Gateway Overlay and Civic Greenway Overlay Zones, the Astoria Mill Pond shall be deemed as on-land development not “over-water”.

13. Section 14.060, Standards for On-Land Development of the Civic Greenway Overlay Zone do not apply to on-land or over-water Mill Pond single-family and/or two-family residential development in the AH-MP Zone (Attached Housing-Mill Pond).”

Section 3: Astoria Development Code Article 3, Additional Land Use and Development Standards, is amended as follows:

3.075.A.2, Exception to Building Height Limitations, is deleted in its entirety and replaced to read as follows:

“2. The minimum height required for elevators, stairs, mechanical penthouses, fire towers, skylights, flag poles, aerials, and similar objects but not including storage space or other equipment.”

3.075.A.4, Exception to Building Height Limitations, is added to read as follows:

“4. Exempt rooftop features shall not contain equipment, signage, and/or exterior attachments other than communication services equipment, to the exterior of any enclosure.”

Section 4: Astoria Development Code Article 6, Historic Properties, is amended as follows:
Section 6.070.C, Historic Properties Ordinance, New Construction, is added to read as follows:

“C. Historic Design Review in Overlay Zones.

When reviewing a New Construction permit application within a Riverfront Vision Overlay Zone, the Historic Landmarks Commission review shall apply to all historic designated buildings visible within three blocks of the project site not just the adjacent historic structure. The additional Overlay Zone design review standards of Section 14.002.C shall apply. If the proposed development is not “adjacent” to a historic property (as defined in Section 1.400) and not subject to review by the Historic Landmarks Commission, then the historic review of the Overlay Zone shall be completed by the Design Review Commission.”

Section 5: Astoria Development Code Article 7, Parking, is amended as follows:

Section 7.100, Minimum Parking Space Requirements, introduction is deleted in its entirety and replaced to read as follows:

“Table 7.100 – Off-Street Parking Space Requirements by Use.

The following are minimum off-street parking requirements by use category. The Community Development Director or Planning Commission, as applicable, may increase the required off-street parking based on anticipated need for a specific conditional use.

For off-street parking requirement calculations, “gross floor area” as defined in Section 1.400 shall not include outdoor storage areas. Gross floor area for off-street parking calculations shall include exterior space utilized for the use which results in expanded use on the site such as outdoor seating area for an eating/drinking establishment.”

Section 6: Astoria Development Code Article 8, Signs, is amended as follows:

Section 8.050.12, Prohibited Signs, is added to read as follows:

“12. Signs shall not be installed on portions of structures exempt from building height such as elevator shafts and/or rooftop equipment enclosures.”

Section 7: Astoria Development Code Article 9, Administrative Procedures, is amended as follows:

Section 9.015.3, Community Development Director Duties, is deleted in its entirety and replaced to read as follows:

“3. Assist the Historic Landmarks Commission, Design Review Commission, Planning Commission, and City Council in administering the hearings process;”

Section 8: Astoria Development Code Article 14, Overlay Zones, is amended as follows:

Section 14.001, Definitions for Article 14, specific definitions are added to read as follows:
“RIVER TRAIL: The entire width of the railbanked former railroad right-of-way property and/or easements, including the improved portions of the trail along the Columbia River, not just the improved portions of the Trail. The former railroad right-of-way property is generally 50’ wide in most areas but may include larger areas. The portion of the River Trail between 6th Street and 17th Street is also referred to as the River Walk.”

Section 14.002, Conflict within the Code, is hereby added to read as follows:


A. This article shall control in the event of a conflict with other sections of the Astoria Development Code.

B. The more stringent provision shall control in the event of a conflict between Article 14 and any overlay zone.

C. When applying design review guidelines, the following rules apply:

1. The terms “building” and “structure” may be used interchangeably in the Riverfront overlay zones (Gateway Overlay, Bridge Vista Overlay, Neighborhood Greenway Overlay, Civic Greenway Overlay, and Urban Core Overlay).

2. The following guidelines apply when reviewing visual impact to a historic building/structure:

   a. The relationship to historic “buildings” is more important than the relationship to historic structures, sites, or objects.

   b. The visual impact upon an historic “structure”, site, or object shall be considered rather than a simple comparison of the relative mass, scale and/or size.

   c. The proposed construction should respect both the existing and/or the original historic spatial relationship between buildings.

   d. The proposed construction should be appropriately located and scaled with respect to an historic building/structure, site, or object to maintain the historic character of the site and setting.

   e. New construction should be located so that it will not negatively impact the character of an historic building, site, or setting.

   f. The design and materials of any proposed construction should include elements that relate favorably to, but do not need to replicate, the design and materials of the historic structure.”
Section 14.015.C, General Provisions for Gateway Overlay Zone, is added to read as follows:

“C. Historic Design Review.

When a development proposal is required to be reviewed by the Historic Landmarks Commission due to its proximity adjacent to a designated historic building, structure, site, or object, the Historic Landmarks Commission shall include review of the Gateway Overlay sections relative to historic compatibility. If the proposed development is not “adjacent” to a historic property (as defined in Section 1.400) and not subject to review by the Historic Landmarks Commission, then the historic review of the Gateway Overlay Zone shall be completed by the Design Review Commission.”

Section 14.030, Other Applicable Use Standards of the Gateway Overlay Zone, introduction is added to read as follows:

“The following standards are applicable to all uses within the Gateway Overlay Zone except as noted in Section 14.030.F below.”

Section 14.030.F, Other Applicable Use Standards of the Gateway Overlay Zone, is added to read as follows:

“F. Exceptions to Other Applicable Use Standards.


Section 14.030.G, Other Applicable Use Standards in Gateway Overlay Zone, is amended by the addition to read as follows:

“G. Design Standards.

1. Exterior lighting.

Exterior lighting shall comply with the standards in Section 3.128.

2. Window detailing.

Windows shall have casings/trim, sills, and crown moldings. Window detailing shall meet the following requirements.

a. Casings/trim shall have minimum dimensions of 5/4 inch x 4 inch and shall extend beyond the facade siding. Exceptions may be granted for waterfront industrial style windows.

b. Windows shall be recessed a minimum distance of two (2) inches from the trim surface to ensure a shadow line/effect.
c. The bottom of the sill shall be a minimum of 18 inches above the ground or floor elevation.

d. Windows shall be clear and not tinted or reflective.

e. Vinyl shutters are prohibited.

**Window Detailing – Trim and casement location and dimensions**

3. **Exterior Wall Treatments / Siding.**

   a. Fiber cement siding shall be smooth and not textured.

   B. Solid waste disposal area and mechanical equipment enclosures should be sided to match the main structures.”

Section 14.040.A, Applicability and Review Procedures in the Civic Greenway Overlay Area is hereby deleted in its entirety and replaced to read as follows:

“A. **Residential Development.**

Applications may be reviewed administratively subject to the Design Review Standards in Section 14.065 or through the public design review process subject to the Design Review Guidelines in Section 14.025. Any deviation from the standards in
Section 14.065 would require the complete application to be reviewed through the public design review process."

Section 14.040.C, Applicability and Review Procedures in the Civic Greenway Overlay Zone, is added to read as follows:

"C. Historic Design Review.

When a development proposal is required to be reviewed by the Historic Landmarks Commission due to its proximity adjacent to a designated historic building, structure, site, or object, the Historic Landmarks Commission shall include review of the Civic Greenway Overlay sections relative to historic compatibility. If the proposed development is not "adjacent" to a historic property (as defined in Section 1.400) and not subject to review by the Historic Landmarks Commission, then the historic review of the Civic Greenway Overlay Zone shall be completed by the Design Review Commission."

Section 14.055, Standards for Overwater Development in the Civic Greenway Overlay Zone, introduction paragraphs are hereby deleted in its entirety and replaced to read as follows:

"The following development standards apply to overwater development in the Civic Greenway Overlay Zone. The Overwater Development standards shall also apply to on-land development north of the River Trail between 19th and 41st Streets.

Maintenance, repair, or restoration of buildings existing prior to 2013 shall be exempt from the standards of this Section 14.055. Additions and/or new construction on these buildings shall be subject to these standards."

Section 14.055.E, Standards for Overwater Development in the Civic Greenway is deleted in its entirety and replaced to read as follows:

"E. Exceptions to Standards for Overwater Development.


2. Section 14.055, Standards for Overwater Development of the Civic Greenway Overlay Zone, do not apply to over-water Mill Pond single-family and/or two-family residential development in the AH-MP Zone (Attached Housing-Mill Pond)."

Section 14.060, Standards for On-Land Development in the Civic Greenway Overlay Zone, introduction paragraph is hereby deleted in its entirety and replaced to read as follows:
“The following development standards apply to on-land development in the Civic Greenway Overlay Zone south of the River Trail. The Overwater Development standards shall apply to on-land development north of the River Trail / 50’ wide railroad line property.

Section 14.060.B, Standards for On-Land Development in the Civic Greenway Overlay Area is deleted in its entirety and replaced to read as follows:

“B. Setbacks.

A minimum view corridor width of 70 feet, centered on the right-of-way centerline, shall be provided on north-south rights-of-way between Marine Drive/Lief Erikson Drive and the Columbia River. Buildings shall be set back in order to achieve the 70-foot view corridor. If existing development on one side of the right-of-way does not meet the setback, the new development on the other side of the right-of-way is only required to provide its half of the view corridor width.

Figure 14.060-1: Setbacks”

Section 14.060.C, Standards for On-Land Development in the Civic Greenway Overlay Area is deleted in its entirety and replaced to read as follows:

“C. Stepbacks.

2. Additional Building Height.

Where the height of a building or building addition is proposed to exceed 28 feet, at least that portion of the building exceeding 28 feet, shall provide a stepback of at least 10 feet from the front plane of the proposed building or building addition that faces the right-of-way or the River Trail. Balconies and/or fixed awnings shall not encroach into the required 10-foot stepback area; buildings must be stepped back further in order to accommodate balconies and/or fixed awnings.

Balcony railings constructed to a maximum height of 28’ are not encroachments
when the building facade above the top of rail is stepbacked 10’.

**Figure 14.060-42: Building Stepbacks**

Section 14.060.D, Standards for On-Land Development in the Civic Greenway Overlay Zone is added to read as follows:

“D. Exceptions to Standard for On-Land Development.

1. Section 14.060.A to Section 14.060.C, Standards for On-Land Development of the Civic Greenway Overlay Zone do not apply to on-land or overwater Mill Pond single-family and/or two-family residential development in the AH-MP Zone (Attached Housing-Mill Pond).”

14.065.A.2.b, Residential Design Standards, Residential Design, Window Design, in the Civic Greenway Overlay Area, is deleted in its entirety and replaced to read as follows:

“b. Window area. Window area shall cover a minimum of 30% of all facade areas visible from a right-of-way or River Trail and shall not exceed 50% of the facade areas visible from a right-of-way or River Trail. Windows in garage doors may count toward facade window area.”

Section 14.070.A.1, Other Development Standards of the Civic Greenway Overlay Zone is deleted in its entirety and replaced to read as follows:

“A. The following development standards are applicable within the Civic Greenway Overlay Zone.

1. Floor area ratios.

Floor area ratio and height standards in Section 14.030.B.1 and Section 14.030.B.2, Other Applicable Use Standards of the Gateway Overlay Zone do not apply to on-land development in the Civic Greenway Overlay Zone. Other use standards in Section 14.030, Other Applicable Use Standards of the Gateway Overlay Zone do apply.”
Section 14.075.A.1, Landscaping, Title and introduction, in the Civic Greenway Overlay Area, is deleted and replaced to read as follows:

“1. River side and/or riparian standards.

The following standards apply to landscaping on the river side of the River Trail and to riparian areas to the south of the River Trail, which is defined as the landward limit of Columbia River aquatic vegetation or, where aquatic vegetation is absent, the Mean Higher High Water.”

Section 14.075.A.2, Landscaping, Title and introduction, in the Civic Greenway Overlay Area, is deleted and replaced to read as follows:

“2. Land side or upland standards.

The following standards apply to landscaping along the frontage of parcels abutting the River Trail to the south except where riparian areas are located to the south of the River Trail. Riparian areas are subject to the standards of Section 14.075.A.1.”

Section 14.075.A.3.a, Landscaping, Street Trees, in the Civic Greenway Overlay Area, is deleted and replaced to read as follows:

“a. Maximum height for street trees along north-south streets between Marine Drive and the Columbia River is 35 feet.”

Section 14.090.A, Applicability and Review Procedures in the Bridge Vista Overlay Zone, is added to read as follows:

“A. Historic Design Review.

When a development proposal is required to be reviewed by the Historic Landmarks Commission due to its proximity adjacent to a designated historic building, structure, site, or object, the Historic Landmarks Commission shall include review of the Bridge Vista Overlay sections relative to historic compatibility. If the proposed development is not “adjacent” to a historic property (as defined in Section 1.400) and not subject to review by the Historic Landmarks Commission, then the historic review of the Bridge Vista Overlay Zone shall be completed by the Design Review Commission.”

Section 14.090, Figure 14.090-2, Pedestrian-Oriented District and Amended Commercial Zone, is deleted in its entirety and replaced as follows:
Section 14.095, Uses Prohibited for Overwater Development, title is deleted in its entirety and replaced to read as follows:

“14.095. Uses Prohibited for Overwater and Shoreland Area Development.”

Section 14.100.A, Standards for Overwater Development in the Bridge Vista Overlay Zone, is hereby deleted in its entirety and replaced to read as follows:

“A. Applicability.

The following development standards apply to overwater development and to on-land development north of the River Trail in the Bridge Vista Overlay Zone in areas shown in Figure 14-090-1. These Limitation Areas are located approximately 200 Feet from Shoreline or 300 Feet from the north edge of the River Trail right-of-way as shown in Figure 14-090-1.”

Section 14.110.C, Uses Prohibited for On-Land Development is added to read as follows:

“C. Shoreland Zones.

The following uses and activities and their accessory uses and activities are prohibited in Shoreland Zones in the Bridge Vista Overlay Zone. Permitted uses are identified in the base zones in Article 2.

1. Fossil fuel and petroleum product terminals.
2. Auto sales and gas stations.
3. Wood processing.
4. Professional offices, medical offices.
5. Indoor entertainment.
6. Hotels/motels. Facilities existing prior to 2013 may be repaired, replaced, and/or redeveloped with hotels/motels.
8. Residential uses, including manufactured dwellings.”

Section 14.113, Standards for On-Land Development in the Bridge Vista Overlay Zone, is hereby deleted in its entirety and replaced to read as follows:

“The following development standards apply to on-land development in the Bridge Vista Overlay Zone south of the River Trail. The Overwater Development standards shall apply to on-land development north of the River Trail.”

Section 14.113.B.1.a, Standards for On-Land Development in the Bridge Vista Overlay Area is deleted in its entirety and replaced to read as follows:

“B. Setbacks.

1. Minimum Setbacks.

   a. North-South Rights-of-Way between West Marine Drive / Marine Drive and the Columbia River.

   A minimum view corridor width of 70 feet, centered on the right-of-way centerline, shall be provided on north-south rights-of-way between West Marine Drive / Marine Drive and the Columbia River. Buildings shall be set back in order to achieve the 70-foot view corridor. If existing development on one side of the right-of-way does not meet the setback, the new development on the other side of the right-of-way is only required to provide its half of the view corridor width.

   Figure 14.113.1: Minimum Setbacks”

Section 14.114, Residential Design Standards for the Bridge Vista Overlay Area is added to read as follows:

“14.114. RESIDENTIAL DESIGN STANDARDS.”
A. **Applicability.**

The following design standards apply to all new construction or major renovation of residential development, where “major renovation” is defined as construction valued at 25% or more of the assessed value of the existing structure.

B. **Residential Design.**

Residential development proposed in the Bridge Vista Overlay Zone may be reviewed in accordance with one of two review options: (1) pursuant to design review procedures and the design review guidelines applicable to all building types established in Section 14.115; or (2) pursuant to procedures for administrative review by the Community Development Director established in Article 9 and the following design review standards for residential development. Any deviation from the following design standards in Section 14.114 would require the complete application to be reviewed through the public design review process as noted in Option 1.

The following design standards apply to the administrative review of residential development and apply to all dwelling unit types (single-family, two-family, and multi-family dwelling unit buildings), unless specified otherwise. All other standards of the Bridge Vista Overlay Zone shall be applicable.

1. **Building Forms.**

   a. All dwelling unit buildings shall be based on a rectangular or square form.

   b. Single-family and two-family dwelling units must have a front porch, at least six (6) feet deep and 60 square feet in area.

   **Figure 14.114-1: Residential Building Form**

2. **Window Design.**

   The following design standards apply to all facades for all dwelling unit types.
a. **Windows required.** All facades facing a right-of-way, River Trail, or common open space shall have windows.

b. **Window area.** Window area shall cover a minimum of 30% of all facade areas facing a right-of-way, River Trail, or common open space, and shall not exceed 50% of facade areas facing a right-of-way.

![Figure 14.114-2: Window Area](image)

**Figure 14.114-2: Window Area**

![Figure 14.114-3: Window Lites](image)

**Figure 14.114-3: Window Lites**

c. **Window lites.** Window lite design shall be one of the following:

1) Single-lite windows; or
2) Multiple-lite true-divided windows; or
3) Combination of single and multiple-lite true-divided windows; or
4) Applied muntins with profile facing window exterior to create exterior shadow lines.

d. **Windows shall be fixed or open in one of the following configurations:**

1) Fixed window; or
2) Single-hung windows; or
3) Double-hung windows; or
4) Awning or hopper windows; or
5) Casement windows.

**Figure 14.114-4: Fixed and Opening Windows**

![Fixed and Opening Windows](image)

**e. Window shape.** Window shape shall be one of the following:

1) Vertical rectangle; or
2) Square.
3) Arched or decorative windows are permitted but should not exceed more than 30% of the total window coverage on all facades of the building.

**Figure 14.114-5: Window Shapes**

*Vertical rectangular window*

*Examples of arched or decorative windows*

**f. Window detailing.** Windows shall have casings/trim, sills, and crown moldings. Window detailing shall meet the following requirements.

1) Casings/trim shall have minimum dimensions of 5/4 inch x 4 inch and shall extend beyond the facade siding.
2) Windows shall be recessed a minimum distance of two (2) inches from the trim surface to ensure a shadow line/effect.
3) The bottom of the sill shall be a minimum of 18 inches above the ground or floor elevation.
Figure 14.114-6: Window Detailing – Trim and casement location and dimensions

g. **Window design prohibited.** The follow window design features are prohibited.

1) Applied muntins that have no profile.
2) Smoked, tinted, or frosted glass, except for bathroom windows not on the facade facing a right-of-way.
3) Mirrored glass.
4) Horizontal sliding windows.
5) Aluminum frame windows.
6) Vinyl windows.
7) Blocked-out windows.
8) Windows that extend beyond the plane of the building facade.
3. Exterior Wall Treatments and Materials.

The following design standards apply to all dwelling unit types.

a. A minimum of 80% of exterior walls shall be constructed of one or more of the following sets of treatments and materials.
   1) Drop siding; or
   2) Weatherboard siding; or
   3) Clapboard; or
   4) Rectangular wood shingle; or
   5) Decorative wood shingle; or
   6) Board and batten.

b. Horizontal siding shall have six inches or less exposure.

c. Vertical board and batten shall have true battens.

d. Fiber cement siding shall be smooth, not textured.
d. Paneled material shall be applied in a manner which avoids the occurrence of seams along the wall plane. Where seams cannot be avoided, they shall be located in a manner that relates logically to windows and other architectural features of the facade. Horizontal seams shall be covered by a trim board or cornice piece.
e. Exterior wall treatments and materials prohibited. The following types of treatments and materials are prohibited.

1) Exposed textured concrete block;
2) Flagstone or other applied stone products;
3) Precast concrete or decorative concrete panels;
4) Wood shakes;
5) Plywood paneling;
6) Cladding materials such as corrugated metal panels or spandrel glass;
7) Neon or other fluorescent colors;
8) Bright or primary wall colors for the entire wall surface;
9) Painted brick; and
10) Non-durable materials such as synthetic stucco or shingles at the ground floor.

Figure 14.114-11: Exterior Wall Treatments and Materials Prohibited

<table>
<thead>
<tr>
<th>Applied stone</th>
<th>Textured concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1" alt="Stone Wall" /></td>
<td><img src="image2" alt="Concrete Wall" /></td>
</tr>
</tbody>
</table>

4. Roof Elements.

The following design standards apply to all dwelling unit types.

a. Roof design shall be one of the following:

1) Steep (minimum 5:12 pitch) gable with broad (minimum 1 foot) eaves;
2) Steep (minimum 5:12 pitch) hip with broad (minimum 1 foot) eaves; or
3) An “Italianate” style hip, gable, or cube roof with a minimum roof pitch of 4:12 and broad (minimum 1 foot) eaves.

Figure 14.114-12: Roof Design Permitted

<table>
<thead>
<tr>
<th>Steep pitched hip roof with broad eaves and dormer elements</th>
<th>Italianate Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image3" alt="Steep Pitched Roof" /></td>
<td><img src="image4" alt="Italianate Roof" /></td>
</tr>
</tbody>
</table>
4) A roof may consist of sections of flat roof for up to 75% of the roof area.

b. Roof elements permitted. The following roof design elements are permitted.

1) Dormers with gable, hip, or shed roofs.
2) Flat panel skylights or roof windows on secondary elevations.

**Figure 14.114-13: Roof Elements Permitted**

*Gabled, shed, and hipped dormers*

*Flat panel skylights*

c. Roof elements prohibited. The following roof design elements are prohibited.

1) False mansard or other applied forms.
2) Dome skylights.
5. Roofing Materials.

The following design standards apply to all dwelling unit types.

a. Roofing material. Roofing shall be one of the following materials:

1) Wood shingle; or
2) Composition roofing; or
3) Metal with no-profile seams or low-profile seams (less than 1/4 inch x 1 ¼ inch).

b. Roofing material color. Roofing material shall be gray, brown, dark green, black, or deep red. Other subdued colors may be approved by the Community Development Director.

c. Roofing materials prohibited. The following roofing materials are prohibited.

1) High profile standing seam (1/4 inch x 1 ¼ inch or greater) metal roof.
2) Brightly colored roofing material, as determined by the Community Development Director.

Signs are subject to the sign provisions in Section 8.040 and 8.160.

7. Doors.

The following design standards apply to all dwelling unit types.

a. Doors shall have at least one light (glass) panel.

b. Sliding doors are not permitted on the ground floor of the front facade.

c. All materials are permitted.

d. Metal or metal-clad doors shall be painted.

8. Garage Doors.

The following design standards apply to attached and detached garages:

a. Each garage door shall be a maximum of ten (10) feet in width and seven (7) feet in height.

b. A minimum of 10% of each garage door shall be window panels, raised trim, or other architectural details.
Section 14.115.B, Design Standards and Guidelines in the Bridge Vista Overlay Area, is deleted in its entirety and replaced to read as follows:

“B. Building Style and Form.

1. Standards for All Uses.

   a. Projecting wall-mounted mechanical units are prohibited where they are visible from a public right-of-way or the River Trail. Projecting wall-mounted mechanical units are allowed where they are not visible from a public right-of-way or River Trail.

   b. Solid waste disposal, outdoor storage, and utility and mechanical equipment shall be enclosed and screened from view (14.115-1). A cover shall be required if screened items can be viewed from above. Rooftop equipment shall be screened from view by a parapet wall, a screen made of a primary exterior finish building material used elsewhere on the building, or by a setback such that it is not visible from adjacent properties and rights-of-way up to approximately 100 feet away. Also see Section 3.215, Outdoor Storage Areas and Enclosures.

2. Guidelines for All New Construction.

   a. The design should respect significant original characteristics, scale, and massing of adjacent structures that are visible from the public right-of-way.
way within three blocks of the development site. Buildings should be designed so that they are not substantially different in character from adjacent structures in terms of size, mass, or architectural form. Also see Section 14.002.C, Resolving Conflicts within the Code.

b. New Construction should respect significant characteristics of composition and material of adjacent structures that are visible from the public right-of-way within three blocks of the development site. Also see Section 14.002.C, Resolving Conflict within the Code.

c. Building forms should be simple single geometric shapes, e.g. square, rectangular, triangular (14.115-2).

**Figure 14.115-2: Geometric Building Form**

3. Guidelines for All Existing Buildings.

   a. Distinctive stylistic features or examples of skilled craftsmanship of existing buildings and/or structures proposed for renovation, alteration, and/or additions should be treated with sensitivity. All buildings should be respected and recognized as products of their time.

   b. Renovations, alterations, and/or additions to existing buildings should respect significant original characteristics of adjacent structure scale and massing for the entire structure, and should be designed so that they are not substantially different in terms of size, mass, or architectural form. Also see Section 14.002.C, Resolving Conflicts within the Code.

   c. Renovations, alterations, and/or additions should retain and/or respect significant original characteristics of the existing structure composition and material, for the entire structure. Also see Section 14.002.C, Resolving Conflicts within the Code.

   d. Building forms should be simple single geometric shapes, e.g. square, rectangular, triangular (14.115-2).

   e. Mid-century “slip covers” which are not part of the original historic design should be removed when possible.
f. Incompatible additions or building alterations using contemporary materials, forms, or colors on building facades are discouraged.


a. Facade Variation.

All non-industrial buildings shall incorporate design features such as offsets, balconies, projections, window reveals, or other similar elements to preclude large expanses of uninterrupted building surfaces in areas which are visible to the public. Design features shall occur at a minimum of every thirty (30) feet for all building facades visible from a public right-of-way or River Trail.

The facade shall contain at least two (2) of the following features:

1) Recess (e.g., deck, patio, courtyard, entrance, or similar feature) that has a minimum depth of six (6) feet;
2) Extension (e.g., floor area, deck, patio, entrance, or similar feature) that projects a minimum of two (2) feet and runs horizontally for a minimum length of four (4) feet;
3) Offsets or breaks in roof elevation of two (2) feet or greater in height;
4) Outdoor seating area, plaza, or other interactive landscaped area adjacent to the building that is specifically identified and/or covered, and approved by the review authority; and/or
5) Other similar facade variations approved by the review authority.

Figure 14.115-2.a: Facade Variation

b. Base, Middle, and Top of Building.

All non-industrial buildings shall have a clear and distinct base, middle and top to break up vertical mass (Figure 14.115-2.b). All facades visible from a right-of-way or River Trail shall utilize horizontal bands and/or
changes in color, material, form and/or pattern to differentiate the base, middle, and top of the building, subject to the following requirements:

(1) Horizontal bands or other changes in pattern or material shall be a minimum of 8 inches high (the length of a standard brick) and shall project a minimum of one inch from the building face.

(2) Changes in building massing and form may also be used to differentiate a building’s base, middle, and top. This may include architectural setbacks or projections, measuring a minimum of 3 inches.

Figure 14.115-2.b: Base, Middle, Top of Building

5. Guidelines for Non-Industrial Uses

a. The massing, scale, and configuration of non-industrial buildings should be similar to historic structures that are visible from the public right-of-way within three blocks of the development site.

b. Non-Industrial buildings should be compatible with the vertical proportions of historic facades and the simple vertical massing of historic structures that are visible from the public right-of-way within three blocks of the development site.

c. The location, size, and design of windows and doors in non-industrial buildings should be compatible with historic structures that are visible from the public right-of-way within three blocks of the development site.

d. Development should be designed so that structures are not substantially different in character from adjacent buildings in terms of size, mass, or architectural form.”

Section 14.115.E.4.b, Design Standards and Guidelines in the Bridge Vista Overlay Area, is deleted in its entirety and replaced to read as follows:
“E. Windows.

   b. Outside Pedestrian-Oriented District.

   Outside the Pedestrian-Oriented District, at least 40% of the ground-floor facing facades of non-industrial uses visible from a right-of-way or River Trail shall be covered by windows and at least 30% of the upper-floor facades visible from a right-of-way should be covered by windows, except as follows:

   1) At least 20% of the ground-floor facades and 10% of the upper-floor facades of non-industrial uses north of River Trail visible from the Columbia River shall be covered by windows.

   2) An exception to the window coverage standard may be allowed for the portion of a building facade that includes an elevator shaft with the inclusion of architectural detail / design features in amounts equal to the minimum window coverage requirement. Such architectural details shall include but not be limited to a change in material, horizontal projections, engaged columns or pilasters, belt course, moldings, clock, or other similar features.”

Section 14.115.G.3, Design Standards and Guidelines, Awnings in the Bridge Vista Overlay Area is deleted in its entirety and replaced to read as follows:


Awnings are generally discouraged and shall not project into the setback and/or stepback areas.”

Section 14.115.I, Design Standards and Guidelines in the Bridge Vista Overlay Zone, is hereby deleted in its entirety and replaced to read as follows:

“I. Signs.

Signs in the Bridge Vista Overlay Zone are subject to the requirements in Article 8 (Sign Regulations) of the Astoria Development Code. The following additional standards apply to signs in the Pedestrian-Oriented District.

Section 14.120.A, Landscaping, Title and introduction, in the Bridge Vista Overlay Area, is deleted and replaced to read as follows:
“A. **River Side and/or Riparian Standards.**

The following standards apply to landscaping on the river side of the River Trail and to riparian areas to the south of the River Trail. Riparian area is defined as the landward limit of Columbia River aquatic vegetation or, where aquatic vegetation is absent, the Mean Higher High Water.”

Section 14.120.B, Landscaping, introduction, in the Bridge Vista Overlay Area, is deleted and replaced to read as follows:

“B. **Land Side or Upland Standards.**

The following standards apply to landscaping along the frontage of parcels abutting the River Trail to the south except where riparian areas are located to the south of the River Trail. Riparian areas are subject to the standards of Section 14.120.A.”

Section 14.120.C.4, Landscaping, Street Trees, in the Bridge Vista Overlay Area, is deleted and replaced to read as follows:

“4. Maximum height for street trees along north-south streets between West Marine Drive / Marine Drive and the Columbia River is 45-35 feet.”

Section 14.131.B, Applicability and Review Procedures in the Neighborhood Greenway Overlay Area is hereby deleted in its entirety and replaced to read as follows:

“B. **Residential Development**

Applications for multi-family dwellings may be reviewed administratively subject to the Design Review Standards in Section 14.134 or through the public design review process subject to the Design Review Guidelines in Section 14.135. Any deviation from the standards in Section 14.065 require the complete application to be reviewed through the public design review process.”

Section 14.131.D, Applicability and Review Procedures in the Neighborhood Greenway Overlay Zone is added to read as follows:

“D. **Historic Design Review.**

When a development proposal is required to be reviewed by the Historic Landmarks Commission due to its proximity adjacent to a designated historic building, structure, site, or object, the Historic Landmarks Commission shall include review of the Neighborhood Greenway Overlay sections relative to historic compatibility. If the proposed development is not “adjacent” to a historic property (as defined in Section 1.400) and not subject to review by the Historic Landmarks Commission, then the historic review of the Neighborhood Greenway Overlay Zone shall be completed by the Design Review Commission.”
Section 14.133, Standards for Overwater Development in the Neighborhood Greenway Overlay Zone introduction paragraphs, are hereby deleted in its entirety and replaced to read as follows:

“The following development standards apply to overwater development in the Neighborhood Greenway Overlay Zone. The Overwater Development standards shall also apply to on-land development north of the River Trail between 41st Street and approximately 54th Street.

Maintenance, repair, or restoration of buildings existing prior to 2002 (See Section 2.585.14 and 14.132.1) shall be exempt from the standards of this Section. Additions and/or new construction on these buildings shall be subject to these standards.”

Section 14.138.A, Landscaping, Title and introduction, in the Neighborhood Greenway Overlay Area, is deleted and replaced to read as follows:

“A. River Side and/or Riparian Standards.

The following standards apply to landscaping on the river side of the River Trail and to riparian areas to the south of the River Trail. Riparian area is defined as the landward limit of Columbia River aquatic vegetation or, where aquatic vegetation is absent, the Mean Higher High Water.”

Section 14.138.B.1 Landscaping, in the Neighborhood Greenway Overlay Area, added to read as follows:

“B. Land Side or Upland Standards.

The following standards apply to landscaping along the frontage of parcels abutting the River Trail to the south except where riparian areas are located to the south of the River Trail. Riparian areas are subject to the standards of Section 14.138.A.

1. Height and Spacing.

   a. Maximum spacing of trees.
      (1) Twenty (20) feet on center for non-industrial uses
      (2) Fifteen (15) feet on center for industrial uses

   b. Maximum spacing of shrubs
      (1) Five (5) feet on center for non-industrial uses
      (2) Three (3) feet on center for industrial uses

   c. Ground cover landscaping is required in between shrubs and trees.

   d. Trees shall not exceed 35 feet in height at maturity

Figure 14.138-2: Land Side Landscaping”
Section 9. Effective Date. This ordinance and its amendment will be effective 30 days following its adoption and enactment by the City Council.

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF ______________, 2019.

APPROVED BY THE MAYOR THIS _____ DAY OF ________________, 2019.

ATTEST: ____________________________

Mayor

_____________________________

Brett Estes, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner Rocka Brownson

Herman West

Mayor Jones
DATE: JUNE 21, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: AMENDMENT REQUEST (A19-02) FOR TRANSIENT LODGING

BACKGROUND

Over the last few years, the number of illegal transient lodging facilities in Astoria has increased substantially and enforcement is difficult. With the increase in the use of advertising platforms (such as Airbnb, VRBO, etc.) that compounded the problems, the City Council discussed the need for better codes, licenses, and enforcement and directed staff to draft new code language for a licensing process. At its December 3, 2018 meeting, the City Council adopted City Code amendments for Home Stay Lodging Licenses, and the Transient Lodging Tax. These amendments put the regulations and license requirements into the City Code. However, since the Development Code includes some regulations related to transient lodging and identifies the specific zones in which they are allowed, some code amendments will be required to the Development Code so that it coincides with the adopted City Code. The City Code specifically addresses Home Stay Lodgings (one or two bedrooms in an owner-occupied home). However, some standards/requirements will be included in the Development Code rather than the City Code as they will address all forms of transient lodging.

The proposed amendments include the following:

- Specific uses within each zone such as: Home Stay Lodging (HSL) as conditional use in R-1 Zone; HSL may not be on the same site in conjunction with an ADU in the R-1 Zone but may be on the same property as an ADU in the R-2 and R-3 Zones as a conditional use.
- Structures built and used as residential structures in non-residential zones shall not be used for transient lodging with some exceptions for former hotel structures.
- Amend and add definitions for various transient lodging related terms.
- Add HSL purpose & standards to coincide with City Code
- Transient lodging not allowed in mobile vehicles.
- Clarify HSL parking requirement.
- Add Community Development Director to process for Admin Conditional Use.
- Section 11.022 on classification of Conditional Use review.

The Planning Commission held a public hearing on April 23, 2019. The APC recommends that the City Council adopt the proposed amendments. The proposed ordinance has been reviewed and approved as to form by the City Attorney. The City Council held a public hearing and conducted a first reading at the June 17, 2019 City Council meeting.
A copy of the proposed ordinance and the Findings of Fact are attached for Council consideration.

**RECOMMENDATION**

If the draft code meets Council's expectations, it would be in order for Council to hold a second reading of the ordinance, adopt the Findings of Fact, and adopt the attached Ordinance.

By:  

Rosemary Johnson, Planning Consultant
May 3, 2019

TO: MAYOR AND CITY COUNCIL

FROM: ROSEMARY JOHNSON, SPECIAL PROJECTS PLANNER

SUBJECT: AMENDMENT REQUEST (A19-02) ON TRANSIENT LODGING

I. BACKGROUND SUMMARY

A. Applicant: Community Development Department
   On behalf of the City Council
   City of Astoria
   1095 Duane Street
   Astoria OR 97103

B. Request: Amend the Development Code concerning Transient Lodging, amend and add definitions, add reference to City Code Home Stay Lodging regulations, establish standards for transient lodging in conjunction with Home Stay Lodging, allow administrative conditional use permits, limit transition of residential units in commercial zones to transient lodging, and other miscellaneous updates.

C. Location: City-wide

II. BACKGROUND

Over the last few years, the number of illegal transient lodging facilities in Astoria has increased substantially. Enforcement is difficult as the units are not identified by address or owner in the advertising platforms (such as Airbnb, VRBO, etc.) and it is time consuming and difficult for staff to research where the specific facilities are located in order to initiate code enforcement. The advertising platforms have helped to increase the number of units in communities but have added to the problem in that they do not reveal their client information and do not require proof that the use is allowed in an area or what permits are necessary. As a result, many home owners have utilized these companies without checking with local authorities about operation of a commercial use within their home.

The City Council discussed the need for better codes, licenses, and enforcement and directed staff to research other cities’ codes and draft an amendment to the City Code that would address this growing problem. Staff researched transient lodging codes in multiple cities and counties and found a variety of ways that communities are dealing with these facilities. Staff drafted a City Code amendment that clarified terminology, established a license process, and addressed code enforcement. At its December 3, 2018 meeting, the City Council adopted City Code amendment for Home Stay Lodging Licenses, and the Transient Lodging Tax. This
amendment put the regulations and license requirements into the City Code. However, since the Development Code includes some regulations related to transient lodging and identifies the specific zones in which they are allowed, some code amendments will be required to the Development Code so that it coincides with the adopted City Code. The following is a synopsis of the code requirements and issues addressed in the City Code:

- All Home Stay Lodging facilities will require a license, Occupational Tax, and pay Transient Room Tax. The license will be reviewed by the Community Development Department.
- Facility is limited to one or two bedrooms and shall not include a kitchen and must be owner occupied at the same time as the guest.
- License standards requirements: home safety inspection; payment of fees; off-street parking; license ID shall be placed on the advertising platform; applicant shall provide advertising platform ID number to City.
- Public notice will be sent to adjacent property owners when an application is being reviewed. Renewals will not require a public notice.
- License would be valid for two years and requires renewals to continue operation. Renewals will be reviewed for continued compliance with all standards and may be denied for non-compliance, unresolved violations, or transient tax delinquent for six months or more.
- Enforcement will be through a citation process in Municipal Court. Advertising a transient lodging without a license or in violation of any of the license standards will be a violation.

The Transient Room Tax portion of the City Code was amended to update the terminology and allow for third party collection of the room tax. With the third-party collection, an agreement with the City would be required, and liens for unpaid taxes would be applied to the operator, property owner, and third-party tax collector.

Some standards/requirements will be included in the Development Code rather than the City Code. These amendments will need to be processed as a land use amendment through the Planning Commission before City Council review and adoption. The proposed amendments include the following:

- Specific uses within each zone such as: Home Stay Lodging (HSL) as conditional use in R-1 Zone; HSL may not be on the same site in conjunction with an ADU in the R-1 Zone but may be on the same property as an ADU in the R-2 and R-3 Zones as a conditional use.
- Structures built and used as residential structures in non-residential zones shall not be used for transient lodging with some exceptions for former hotel structures.
- Amend and add definitions for various transient lodging related terms.
- Add HSL purpose & standards to coincide with City Code
- Transient lodging not allowed in mobile vehicles.
- Clarify HSL parking requirement.
- Add Community Development Director to process for Admin Conditional Use.
- Section 11.022 on classification of Conditional Use review.

III. PUBLIC REVIEW AND COMMENT
A. Astoria Planning Commission

A public notice was mailed to Neighborhood Associations, various agencies, and interested parties on April 2, 2019. In accordance with ORS 227.186(5), State required Measure 56 mailing, a notice was mailed on April 2, 2019 to all property owners within the City advising “...that the City has proposed a land use regulation that may affect the permissible uses of your property and other properties.” In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on April 16, 2019. In accordance with Section 9.020.D, a notice was posted on March 29, 2019 at the following locations: corner of 30th and Marine Drive and near the corner of 43rd and Lief Erikson Drive. The proposed amendment is legislative as it applies City-wide.

B. State Agencies

Although concurrence or approval by State agencies is not required for adoption of the proposed amendments, the City has provided a copy of the draft amendments to representatives of the Oregon Departments of Transportation (ODOT), Land Conservation and Development (DLCD) and Department of State Lands (DLS) as part of the planning process.

C. City Council

A public notice was mailed to Neighborhood Associations, various agencies, and interested parties on May 10, 2019. In accordance with ORS 227.186(5), State required Measure 56 mailing, a notice was mailed on April 2, 2019 to all property owners within the City advising “...that the City has proposed a land use regulation that may affect the permissible uses of your property and other properties.” In accordance with Section 9.020, a notice of public hearing was published in the Daily Astorian on June 9, 2019. In accordance with Section 9.020.D, a notice was posted on March 29, 2019 at the following locations: corner of 30th and Marine Drive and near the corner of 43rd and Lief Erikson Drive. The proposed amendment is legislative as it applies City-wide.

IV. FINDINGS OF FACT

A. Development Code Section 10.020.A states that “an amendment to the text of the Development Code or the Comprehensive Plan may be initiated by the City Council, Planning Commission, the Community Development Director, a person owning property in the City, or a City resident.”

Development Code Section 10.020.B states that “An amendment to a zone boundary may only be initiated by the City Council, Planning Commission, the Community Development Director, or the owner or owners of the property for which the change is proposed.”

Finding: The proposed amendments to the Development Code are being initiated by the Community Development Director on behalf of the City Council. The City Council has adopted a licensing procedure in the City Code for Home Stay Lodgings and identified the need to amend the Development Code to coincide with
the HSL license process and to adopt additional regulations concerning other transient lodging facilities.

B. Section 10.050.A states that “The following amendment actions are considered legislative under this Code:

1. An amendment to the text of the Development Code or Comprehensive Plan.

2. A zone change action that the Community Development Director has designated as legislative after finding the matter at issue involves such a substantial area and number of property owners or such broad public policy changes that processing the request as a quasi-judicial action would be inappropriate.”

Finding: The proposed amendment is to amend the text of the Astoria Development Code concerning transient lodging regulations City wide. The amendment would create new standards. The proposed amendments are applicable to the entire City and represents a relatively broad policy change. Processing as a legislative action is appropriate.

C. Section 10.070.A.1 concerning Text Amendments, requires that “The amendment is consistent with the Comprehensive Plan.”

1. CP.015.1, General Land & Water Goals states that “It is the primary goal of the Comprehensive Plan to maintain Astoria’s existing character by encouraging a compact urban form, by strengthening the downtown core and waterfront areas, and by protecting the residential and historic character of the City’s neighborhoods. It is the intent of the Plan to promote Astoria as the commercial, industrial, tourist, and cultural center of the area.”

CP.035.2, West End Area Policies, states “The quiet residential character of the west end will be protected through the City’s Development Code.”

CP.045.2, Central Residential Area Policies, states “Historic areas (neighborhoods with high concentrations of pre-1911 homes) will be protected through zoning regulations and the use of public lands for relocation of structures.”

CP.075.2, Uppertown Area Policies, states “The predominantly residential character of the area upland of Marine Drive/Lief Erikson Drive will be preserved.”

CP.085.2, Alderbrook Area Policies, states “The residential character of Alderbrook will be protected through the designation of the aquatic area from 41st Street to Tongue Point as natural, and by the present zoning pattern. Development in the 100-year flood area shall be subject to the requirements of the City’s Flood Hazard Overlay Zone.”
CP.088.2, Emerald Heights Area Policies. States “The multi-family residential character of Emerald Heights Area will be protected through the present zoning pattern. Additional residential development is encouraged in this area.”

**Finding:** The proposed amendments create development standards for transient lodging standards and guidelines to protect the character of the residential neighborhoods. Astoria has seen a major increase in tourism and an increase in transient lodging in residential zones. The Development Code allows for Home Stay Lodging (HSL), Bed and Breakfast (B&B), and Inns in the various residential zones, but has standards that include the need for owner occupancy and off-street parking. These facilities are required to have an Occupational Tax (business license) and pay transient room tax. However, in recent years there has been an increase in unpermitted facilities that are not paying the required taxes, do not provide off-street parking, and are not owner occupied. Some homes are operating as vacation rentals where the entire house is rented to a guest.

Transient lodging, in and of itself, is not detrimental to the City. However, when it is operated without paying the appropriate taxes, no off-street parking, and without an on-site owner in residence, it can become a nuisance to a neighborhood. The lack of off-street parking creates a parking situation in some neighborhoods that have narrow streets and limited on-street parking. Use of homes without the benefit of the owner in residence creates multiple issues that are detrimental to the other residents in the neighborhood. Guests are not generally a problem, but they are on vacation and can tend to get loud and/or have multiple vehicles and people at the home. With the owner on site, the owner can keep their guests in compliance with City regulations. Otherwise, adjacent property owners are required to either live with the situation or report it to the Police which causes everyone embarrassment and only solves the issue for the current guests, not the new ones the next weekend. Therefore, HSL, B&B, and Inns are allowed but vacation rentals (which are classified as motels) are not. This would help to protect the quiet residential character of the neighborhoods.

2. CP.020.9, Community Growth - Plan Strategy, states “The Buildable Lands Inventory completed in April 2011 identified a deficit of 15.54 net acres of residential buildable lands. In order to address this deficit, OAR 660-24-0050 requires that the City amend the Plan to satisfy the need deficiency, either by increasing the development capacity of land already inside the boundary or by expanding the UGB, or both.”

CP.215.1, Housing Element, Issues and Conclusions, Vacancy Rates, states “. . . North coast trends in second homes and short-term rentals reached an average of 20.5% in 2007 with a State average of 2.5%. Astoria was well below this with 1.9%; however, this number is expected to increase over the next 20 years. Housing stock needed to accommodate this trend could change the amount of residentially zoned land needed to accommodate growth through 2027. The Buildable Lands Inventory dated
April 2011 addresses this issue in depth and recommends that the City review and revise the assumptions made in the Inventory after the 2010 US Census results are finalized."

CP.215.5, Housing Element, Issues and Conclusions, Low- and Moderate-Income Housing, states “Because of the large number of older buildings in Astoria, there is great potential for reuse of existing structures for housing. The John Jacob Astor Apartments and Owens-Adair Apartments projects are both examples of successful renovations. The City could encourage this trend by working with developers, applying for grant funds, and looking for ways of fostering both historic preservation and provision of low-cost housing. Organizations, including the Clatsop County Housing Authority, the Clatsop Community Action Agency, Northwest Oregon Housing Authority, for-profit corporations, and other local and regional non-profit groups and public agencies have been involved in providing low cost housing in Clatsop County. County-wide efforts are being made to address the need for workforce housing on the entire North coast.”

CP.218.1, Housing Element, Housing Goals, “Provide opportunities for development of a wide variety of housing types and price ranges within the Urban Growth Boundary.”

CP.218.2, Housing Element, Housing Goals, states “Maintain and rehabilitate the community’s existing housing stock.”

CP.220.1, Housing Element, Housing Policies, states “Maintain attractive and livable residential neighborhoods, for all types of housing.”

CP.220.5, Housing Element, Housing Policies, states “Encourage low- and moderate-income housing throughout the City, not concentrated in one area.”

CP.220.6, Housing Element, Housing Policies, states “Protect neighborhoods from incompatible uses, including large scale commercial, industrial, and public uses or activities.”

Finding: The Buildable Lands Inventory (BLI) identified a deficit of low density residential buildable lands. The Comprehensive Plan indicates a goal of having a variety of housing types and price ranges, and the preservation of existing historic housing stock. The City Council 2018-2019 Goals included “Implement the provisions contained in the City of Astoria Affordable Housing Study to increase the number of housing units within the City, for permanent residents. Special attention should be given to derelict and/or vacant properties.” The 2019-2021 City Council goals adopted April 15, 2019 include “Support efforts to increase the housing supply (both market rate and affordable), using the County Housing Study as a guide.” and “Maintain Astoria’s unique character through economic development and zoning which reflects on those values.” The City Council has expressed concerns that the use of residences for transient lodging, especially vacation rentals, is a threat to the available housing stock. There
is currently a lack of affordable housing for the existing employees and Astoria residents. While the Council agrees that transient lodging in owner occupied homes may be an acceptable use in residential areas, it also sees the prohibition of use of full homes for transient lodging as one way to keep the existing housing available for long term housing. Therefore, the Council determined that transient lodging in residential areas should not include a kitchen in the guest area as this would equate to a living unit.

The Council also identified the conversion of residential units in commercial zones for transient lodging as contrary to the goal to provide affordable housing. The Council suggested that structures built and/or currently used for residences should not be converted to transient lodging. A proposed amendment would prohibit the conversion. However, there are several existing former hotels that are currently either vacant and/or have been converted to residences. An exception for these buildings to allow conversion back to a hotel use is proposed as it would only impact a few buildings (Waldorf Hotel 1067 Duane; JJAstor Hotel 342 14th; Elliot Hotel 357 12th; Norblad Building 443 14th; Commodore Hotel 258 14th) and would allow for economic ability to maintain these larger buildings.

3. CP.195.7, Economic Element, Conclusions and Problems, states “Tourism in Clatsop County has increased in recent years, and the Astoria area has been the recipient of some of this economic activity. Astoria is becoming a "destination" like the communities on the ocean beaches. The quantity of lodging facilities in the City have increased in recent years to accommodate the needs except during peak tourist times. The Columbia River Maritime Museum is a major tourist attraction. In recent years, there has been construction of private facilities which can accommodate moderate sized gatherings and conventions. Tourism is an economic activity which has several disadvantages, such as low wages, and seasonality. However, Astoria has a highly seasonal work force which tourism, particularly the convention business during the winter, could counteract. Astoria has begun to capitalize on its scenic, historic character; proper emphasis on it through advertising and public projects has the potential of stimulating the City’s tourist economy.”

CP.200.4, Economic Development Goal 1 and Goal 1 Policies, states “Goal: The City of Astoria will strengthen, improve, and diversify the area’s economy to increase local employment opportunities. Policies: Encourage private development such as retail, restaurants, commercial services, transient lodging, and make strategic investments in target industries.”

CP.206.2, Economic Development Goal 7 and Goal 7 Policies, states “Goal: Encourage successful home-based businesses. Policies: Encourage home occupations, cottage industries and activities which have little impact on the surrounding neighborhoods through the City’s Development Code.”

Finding: Tourism is a major industry for Astoria. The year-round nature of tourist activities has created a need for additional transient lodging facilities.
Astoria has seen an influx of hotels/motels over the last few years with two or three new ones proposed in the next year or two. The use of private homes as HSL and B&B’s has also increased. The City encourages home occupations and activities in residential areas but only if they have “little impact on the surrounding neighborhoods”. Adoption of the proposed amendments would allow for controlled use of private residences as transient lodging so as to protect the residential character of the neighborhoods while allowing for this tourist base industry to exist. Commercial activities related to tourism such as vacation rentals are a major impact to the quiet residential character of the area and to the loss of long term, affordable housing. The proposed amendments would prevent the loss of housing to accommodate transient lodging thereby preserving Astoria for Astorians first.

4. CP.175.G.1, Uppertown / Alderbrook Subarea Plan, Subarea Policies, states that “The Alderbrook area has unique characteristics and values. Plan amendments which would allow higher-intensity uses than those now present are discouraged.”

CP.185.O, Residential, Commercial and Industrial Development Policies, states that “Policies in this subsection are applicable to construction or expansion of residential, commercial or industrial facilities in Columbia River Estuary shoreland and aquatic areas. Within the context of this subsection, residential uses include single and multifamily structures, mobile homes, and floating residences (subject to an exception to Oregon Statewide Planning Goal 16). Duck shacks, recreational vehicles, hotels, motels and bed-and-breakfast facilities are not considered residential structures for purposes of this subsection. Commercial structures and uses include all retail or wholesale storage, service or sales facilities and uses, whether water-dependent, water-related, or non-dependent, non-related. Industrial uses and activities include facilities for fabrication, assembly, and processing, whether water-dependent, water-related or non-dependent, non-related. . .”

Finding: The proposed amendments would limit the allowable transient lodging uses in all zones. Uses would be regulated to assure low-impact in residential areas and limit the loss of housing. These proposed regulations are consistent with this Comprehensive Plan section which protects the waterfront area for the low-impact marine uses. Any project proposed would be subject to compliance with this section at the time of project proposal.

5. CP.204.3 & CP.204.4, Economic Development Goal 5 and Goal 5 Policies, Goal states “Encourage the preservation of Astoria’s historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.” The Policies state

3. Encourage the growth of tourism as a part of the economy.
   a. Consider zoning standards that improve the attractiveness of the City, including designation of historic districts, stronger
4. Protect historic resources such as downtown buildings to maintain local character and attract visitors.”

CP.250.1, Historic Preservation Goals states that “The City will Promote and encourage, by voluntary means whenever possible, the preservation, restoration and adaptive use of sites, areas, buildings, structures, appurtenances, places and elements that are indicative of Astoria’s historical heritage.”

CP.200.6, Economic Development Goals states that the City will “Encourage the preservation of Astoria’s historic buildings, neighborhoods and sites and unique waterfront location in order to attract visitors and new industry.”

CP.205.5, Economic Development Policies states that “The City encourages the growth of tourism as a part of the economy. Zoning standards which improve the attractiveness of the City shall be considered including designation of historic districts, stronger landscaping requirements for new construction, and Design Review requirements.”

Finding: The proposed amendments will establish standards for transient lodging to allow facilities in residential areas which would support the tourism industry while protecting the quiet character of the neighborhoods. Allowing transient lodging in homes provides the owners with some additional income to help with preservation of the buildings, many of which are designated as historic. However, the unique characteristics of the neighborhoods are proposed to be protected by the addition of standards to prohibit vacation rentals and the loss of full-time residents.

Finding: Throughout the process of drafting the proposed ordinance, the City has provided public outreach. The City Council addressed the issue of Home Stay Lodgings, the need for license procedures, enforcement, and how to protect the loss of affordable housing. They held two work sessions on 12-13-2017 and 10-10-2018. The Council held a public hearing on 11-19-2018 and the City Code amendments were adopted on 12-3-2019. The Planning Commission held a work session on 2-26-2019. Notices were sent to interested parties, neighborhood associations, email lists, web site, etc. In addition, a State required Measure 56 mailing was sent to every property owner in Astoria. Anyone interested in the proposed ordinance was encouraged to submit suggestions and comments. Work sessions were open for discussion with the public to allow for interactive feedback from the early stage of the adoption process. There were numerous “Letters to the Editor” in the Daily Astorian and some articles.
The City was very conscious of the interest in protection of the residential character of neighborhoods and the potential loss of long-term housing. The proposed amendments will be in compliance with State regulations and will establish a permit process that is easy for both the citizens and staff.

**Finding:** The request is consistent with the Comprehensive Plan.

D. Section 10.070.A.2 concerning Text Amendments requires that “The amendment will not adversely affect the ability of the City to satisfy land and water use needs.”

**Finding:** The proposed amendment will satisfy land use needs in that it will allow for the use of private properties for transient lodging while protecting the housing stock and quiet character of the neighborhoods. The protection of long-term housing supports the need for residential area as identified in the Buildable Lands Inventory. The proposed amendment will not adversely affect the ability of the City to satisfy land and water use needs.

V. **CONCLUSION AND RECOMMENDATION**

The request is consistent with the Comprehensive Plan and Development Code. The Planning Commission recommends adoption of the proposed amendments to the City Council.
ORDINANCE NO. 19-____

AN ORDINANCE AMENDING THE ASTORIA DEVELOPMENT CODE CONCERNING TRANSIENT LODGING CITY WIDE.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Astoria Development Code Article 1, Basic Provisions, is amended as follows:

Section 1.400, Definitions, delete existing specific definitions in their entirety and replace to read as follows:

“BED AND BREAKFAST: Any transient lodging facility which contains between three (3) and seven (7) guest bedrooms, which is owner or manager occupied, and which may provide a morning meal. This includes any accommodation meeting these requirements including facilities known by their advertising and/or management platform names, or other such transient lodging identification.”

“HOME STAY LODGING: A transient lodging facility with no more than two (2) bedrooms available for transient rental, and which is owner occupied. This includes any accommodation meeting these requirements including facilities known by their advertising and/or management platform names, or other such transient lodging identification. Such facilities may or may not provide a morning meal. Rooms used by transient guests shall not include a kitchen. (Astoria City Code Section 8.755)"

“HOTEL: A building in which lodging is provided for guests for compensation, which may also provide incidental services such as restaurants, meeting rooms, or recreational facilities subject to Development Code standards.”

“INN: A transient lodging facility with up to 11 guest bedrooms, which is owner or manager occupied, and which may provide a morning meal. Inns may conduct associated business activities on an occasional basis, such as wedding receptions, club meetings and luncheons, conferences, and reunions.”

“MOTEL: A building in which lodging is provided for guests for compensation and where the majority of rooms have direct access to the outside without the necessity of passing through the main lobby of the building.”

Section 1.400, Definitions, specific definitions are added to read as follows:

“KITCHEN: Room for preparation of food and includes a cooking stove or ability to heat food other than with a microwave oven.”

“OWNER OCCUPIED: Occupancy of a residence by an individual owner.”

“OWNER: For purposes of transient lodging codes, the term owner only includes individuals, holding fee simple title to property, the beneficiaries of a revocable living trust, or a purchaser under a recorded instrument of sale. This does not include corporations, limited liability companies or similar organizations, an authorized agent of
the owner, or those holding easements, leaseholds, or purchasers of less than fee interest."

“PRIMARY RESIDENCE: Dwelling maintained as the permanent residence of the owner for not less than six months of the year.”

“TIME SHARE: A dwelling unit that is occupied for other than permanent occupancy by one family and whose ownership is divided into periods of time under an arrangement, plan, scheme, or device, whether by membership, agreement, share, tenancy in common, sale, lease, deed, rental agreement, license, right to use agreement, or otherwise, where a purchaser, in exchange for consideration, receives a right to use the dwelling unit for a period of time less than a full year during any given year. Use of the dwelling for less than a 30-day period by one family shall be classified as “transient lodging” and the same as a “hotel” or “motel”.

“TOURIST LODGING FACILITY: See “Transient Lodging Facility”.

“TRANSIENT: A transient includes any person entitled to occupy a residence for less than 30 consecutive calendar days. The day a transient guest checks out shall not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

“TRANSIENT LODGING FACILITY: Any structure or portion of any structure which is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, motel, inn, condominium, tourist home or house, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, bed and breakfast establishment, home stay lodging, vacation rental, or other such transient lodging facility known by their advertising and/or management platform names. Transient Lodging Facility also means space in mobile home or trailer parks, or similar structure of space or portions thereof so occupied, provided such occupancy is for less than a 30-day period.

“VACATION RENTAL: A transient lodging facility available for transient rental, and which is not occupied by an owner or manager at the same time as the guests. This includes any accommodation meeting these requirements including facilities known by their advertising and/or management platform names, or other such transient lodging identification. For the purposes of this Code, a Vacation Rental is classified the same as a “hotel” or “motel”.

Section 2. Astoria Development Code Article 2, Use Zones, is amended as follows:

Section 2.025.8, Conditional Uses Permitted in R-1 Zone, is deleted in its entirety and replaced to read as follows:

“8. Home Stay Lodging, which satisfies requirements in City Code Sections 8.750 to 8.800.”
Section 2.065.6, Uses Permitted Outright in R-2 Zone, is deleted in its entirety and replaced to read as follows:

“6. Home Stay Lodging, which satisfies requirements in City Code Sections 8.750 to 8.800.’

Section 2.070.13, Conditional Uses Permitted in R-2 Zone is added to read as follows:

“13. Home Stay Lodging in conjunction with an Accessory Dwelling Unit, which satisfies requirements in City Code Sections 8.750 to 8.800. May be processed as an Administrative Conditional Use.”

Section 2.155.7, Uses Permitted Outright in R-3 Zone, is deleted in its entirety and replaced to read as follows:

“7. Home Stay Lodging, which satisfies requirements in City Code Sections 8.750 to 8.800.”

Section 2.160.12, Conditional Uses Permitted in R-3 Zone, is added to read as follows:

“12. Home Stay Lodging in conjunction with an Accessory Dwelling Unit, which satisfies requirements in City Code Sections 8.750 to 8.800. May be processed as an Administrative Conditional Use.”

Section 2.350.3, Uses Permitted Outright in the C-2 Zone, is deleted in its entirety and replaced to read as follows:

“3. Motel, hotel, bed and breakfast, inn, home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800), or other tourist lodging facility and associated uses except as follows:

a. Structures or portions of structures occupied as a residential dwelling unit after January 1, 2019 and/or originally constructed as a residential dwelling unit may not be used as a motel or hotel, except as noted in Section 2.350.3.b.

b. Structures or portions of structures originally constructed as a motel or hotel of greater than three units may be utilized as a motel and/or hotel regardless of current use as residential units.”

Section 2.390.10, Uses Permitted Outright in the C-3 Zone, is deleted in its entirety and replaced to read as follows:

“10. Motel, hotel, bed and breakfast, inn, home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800), or other tourist lodging facility and associated uses except as follows:

a. Structures or portions of structures occupied as a residential dwelling unit after January 1, 2019 and/or originally constructed as a residential dwelling
unit may not be used as a motel or hotel, except as noted in Section 2.390.10.b.

b. Structures or portions of structures originally constructed as a motel or hotel of greater than three units may be utilized as a motel and/or hotel regardless of current use as residential units.”

Section 2.435.4, Conditional Uses Permitted in C-4 Zone, is deleted in its entirety and replaced to read as follows:

“4. Motel, hotel, bed and breakfast, inn, home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800), or other tourist lodging facility and associated uses except as follows:

a. Structures or portions of structures occupied as a residential dwelling unit after January 1, 2019 and/or originally constructed as a residential dwelling unit may not be used as a motel or hotel, except as noted in Section 2.435.4.b.

b. Structures or portions of structures originally constructed as a motel or hotel of greater than three units may be utilized as a motel and/or hotel regardless of current use as residential units.”

Section 2.585.14.b, Conditional Uses Permitted in A-3 Zone, is deleted in its entirety and replaced to read as follows:

“b. Bed and breakfast, home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800), or inn.”

Section 2.894.2, Conditional Uses Permitted in MH Zone, is deleted in its entirety and replaced to read as follows:

“2. Bed and breakfast, inn, or home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800).”

Section 3. Astoria Development Code Article 3, Additional Land Use and Development Standards, is amended as follows:

Section 3.020.B.9, Accessory Dwelling Unit, Standards, is deleted in its entirety and replaced to read as follows:


Home Stay Lodging in conjunction with an Accessory Dwelling Unit may be allowed as follows:

a. Home Stay Lodging (which satisfies requirements in City Code Sections 8.750 to 8.800) may be allowed on properties in conjunction with an
Accessory Dwelling Unit as listed in the allowable uses within specific zones in compliance with Section 3.100 (Home Stay Lodging).

Section 3.100, Home Stay Lodging, is added to read as follows:

“3.100. HOME STAY LODGING.

A. Purpose.

The City’s purpose in regulating Home Stay Lodgings is to allow for economic use of underutilized bedrooms in dwellings; provide financial assistance to preserve both the housing stock and historic properties within the City; to ensure that Home Stay Lodging facilities are appropriately located; are compatible with surrounding allowed uses; are conducive to the public peace, health, safety, and welfare of the City; do not reduce the number of potential long-term housing units; and support tourism.

B. Standards

1. Primary Residence. Every Home Stay Lodging shall be located in the owner’s primary residence.

2. Occupancy. The Home Stay Lodging shall be owner occupied while occupied by transients.

3. Location. Home Stay Lodgings may be allowable in conjunction with an Accessory Dwelling Unit as follows:

   a. R-1 Zone: Home Stay Lodging shall not be allowed in conjunction with an Accessory Dwelling Unit.

   b. R-2 Zone: Home Stay Lodging shall require an Administrative Conditional Use permit through the Community Development Department if located in conjunction with an Accessory Dwelling Unit.

   c. R-3 Zone: Home Stay Lodging shall require an Administrative Conditional Use permit through the Community Development Department if located in conjunction with an Accessory Dwelling Unit."

   d. Home Stay Lodging facility shall not be allowed within an Accessory Dwelling Unit.


5. Mobile vehicles. Home Stay Lodging shall not be located in motor homes, travel trailers, or other mobile vehicles.”

Section 4. Astoria Development Code Article 7, Parking, is amended as follows:
Section 7.100, Off-Street Parking Space Requirements by Use, is deleted in its entirety and replaced to read as follows:

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Minimum Parking per Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bed and Breakfast, Inn</td>
<td>1 additional off-street space for each bedroom used for transient lodging plus off-street spaces required for the dwelling and associated uses such as assembly areas or restaurant.</td>
</tr>
<tr>
<td>Home Stay Lodging</td>
<td>1 additional off-street space for each bedroom used for transient lodging plus off-street spaces required for the dwelling.</td>
</tr>
<tr>
<td>Hotels, Motels, other transient lodging facilities not listed, and similar uses</td>
<td>1 space per guest room. See also, parking requirements for associated uses, such as restaurants, entertainment uses, drinking establishments, assembly facilities.</td>
</tr>
</tbody>
</table>

Section 5. Astoria Development Code Article 8, Signs, is amended as follows:

Section 8.160.A.1, Sign Regulations in Residential Zones, Permanent Signs is deleted in its entirety and replaced to read as follows:

“1. Sites with 1 or 2 dwelling units in a building, Home Occupations, and Home Stay Lodging.”

Section 8.160.A.3, Sign Regulations in Residential Zones, Permanent Signs is deleted in its entirety and replaced to read as follows:

“3. Conditional Uses, except Home Stay Lodging, Bed and Breakfast, Inn, or Home Occupation.”

Section 6. Astoria Development Code Article 11, Conditional Uses, is amended as follows:

Section 11.020, Conditional Use, Application and Procedures, is deleted in its entirety and replaced to read as follows:

“A. Procedures.

1. Application.

A request for a new, enlarged or otherwise altered development listed in the Development Code as a conditional use shall be made on forms provided by the Community Development Department. The Community Development Director shall specify what information is required for the application; additional information may be required where determined by the Director,
and reviewed by the Astoria Planning Commission or Community Development Director.

2. Public Notice.

Public notice and procedures on applications shall be in accordance with the Administrative Procedures in Article 9 except as noted in Section 11.022.

B. Decision.

The Community Development Director and/or Planning Commission shall base their decision on whether the use complies with:

1. Applicable policies of the Comprehensive Plan.


3. For aquatic areas, whether the use or activity meets the resource capability and purpose of the zone in which it is proposed when such a determination is required in accordance with Article 5.

4. For aquatic uses, the findings of an Impact Assessment where required by Article 5.

5. Development standards of the applicable zone.

6. Basic conditional use standards of Section 11.030.

7. Appropriate conditional use standards of Section 11.130 to 11.170.”

Section 11.022, Classification of Conditional Use Review, is added to read as follows:

“11.022. CLASSIFICATION OF CONDITIONAL USE REVIEW.

Permits shall be processed and reviewed as a Type II or Type III permit in accordance with the procedures specified in Sections 9.020 to 9.030 as follows:

A. Type II Procedure (Administrative/Staff Review with Notice).

Type II includes minor conditional uses which are minimal uses and which will have little or no impact on adjacent property or users. Administrative approval by the Community Development Director of Type II conditional uses may be granted.

Type II conditional uses include:

1. Home Stay Lodging in conjunction with an Accessory Dwelling Unit.

2. Accessory Dwelling Unit in R-1 Zone.
B. Type III Procedure (Quasi-judicial with Public Hearing).

Type III includes conditional uses which are significant and are likely to create impacts on adjacent property or users. A Type III conditional use may be granted by the Planning Commission.

Section 7. Astoria Development Code Article 14, Overlay Zones, is amended as follows:

Section 14.132.1.b, Conditional Uses Permitted in A-4 Zone, is deleted in its entirety and replaced to read as follows:

"b. Bed and breakfast, home stay lodging (which satisfies requirements in City Code Sections 8.750 to 8.800), or inn."

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 COMMON COUNCIL THIS ____ DAY OF ______________, 2019.

APPROVED BY THE MAYOR THIS ______ DAY OF ____________________, 2019.

____________________________________
ATTEST:        Mayor

______________________________
Brett Estes, City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Commissioner        Rocka
                     Brownson
                     Herman
                     West

Mayor Jones

8
The proposed ordinance presents an amendment and improvement to our contracting regulations. These amendments deal only with the solicitation of contracts. The amendment makes no change to the City Manager’s authority to award contracts and amendments without specific authorization by the City Council whenever the contract amount is $50,000 or less and the proposed expenditure is included in the current fiscal year budget. The City Council must approve any contract that exceeds that amount and any expenditure that is not included in the current budget. The source for this amendment is the League of Oregon Cities Model Policy for Contracting and Purchasing.

Introduction

Oregon law regulates public contracting but allows local governments to adopt and administer their own contracting regulations. In the absence of adopted regulations, local governments must follow model rules adopted by the Attorney General. Most local governments find it advantageous to adopt contracting regulations. The City adopted its current regulations in 2005.

This proposal is will update and clarify our procedures, bring our regulations into compliance with Oregon Law, codify practices we currently employ and simplify¹ our contracting process.

Summary

The proposed rules apply to the procurement and award of goods, services and personal services, but not to the procurement and award of professional service and public improvement contracts. Professional service contracts and public improvement

¹ One example of a simplification is the procedure for designating sole source contracts. Under our current rules, sole source contracts must be awarded by the City Council after published notice and a public hearing. The new rules give the City Manager authority to designate sole source contracts and only requires posted notice.
contracts must be solicited and awarded in compliance with the Public Contracting Code (ORS 279 A, B and C) and the Attorney General Model Rules. Although our current rules include provisions for procuring and awarding professional service and construction contracts those provisions are inconsistent with current state law. Professional services are defined to include, architectural, engineering, land surveying, photogrammetric, transportation, planning services and services related to related to the planning, design, engineering or oversight of public improvement projects, or any combination of these services. Public improvement contracts include construction, reconstruction or major renovation on real property by or for the City unless the work qualifies as emergency work, a minor alteration or ordinary maintenance and repair.

As with our current rules the City Council serves as the local contract review board which means that it has discretion to adopt local regulations, has authority to award contracts and to hear all appeals. The new code allows the City Manager authority to administer most operational functions in the solicitation of contracts but allows written delegation to other City employees of most of these functions. If a written delegation has not been made and, in the absence of the City Manager, the manager’s authority may be exercised first by the finance director and then by the mayor.

Personal Services

Personal Services are consultant services, other than “professional services,” that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment. Examples include Mike Morgan and Rosemary Johnson’s work for the planning department and Ruth Metz’s work for the library.

The new rules allow all personal services contracts to be procured by direct negotiation if the amount is less than $75,000, require written requests for proposals if the amount is under $150,000 and require published notice if the amount is over $125,000. Our current rules allow direct negotiation for contracts less than $20,000 and require a publicly advertised request for competitive sealed proposals for contracts of up to $100,000. Both our current rules and the new proposal have limitations on the continuation of personal services contracts.

The new rules give the City Manager, rather than the City Council, discretion on classifying a contract as a personal services contract, but the rules establish guidelines on the exercise of the manager’s discretion.

Goods and Services

For goods and services other than professional or personal services and professional services the new code divides contracts into:

Contracts of less than $10,000 may be procured by any method including direct appointment.
Contracts between $10,000-$150,000 require written solicitations sent to not less than three (3) prospective providers.

Contracts over $150,000 require public advertisement for competitive sealed bids or proposals.

Our current code has no provision for direct appointment but provides that procurements of less than $100,000 may be solicited by obtaining three written quotes or proposals. Procurements of $100,000 or more require public advertisement for competitive sealed bids or proposals.

**Conclusion**

Our current rules are out of compliance with Oregon law and in some respects impose and unnecessary rigor on the solicitation and award of contracts. The LOC model rules have been adopted by many Oregon cities and have been modified slightly in this proposal. If adopted this proposal amendment will bring the City’s contracting practices into compliance with the practices of most cities in the state.
ORDINANCE NO. 19- ____

AN ORDINANCE AMENDING PUBLIC CONTRACTING REGULATIONS FOR THE CITY OF ASTORIA

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Code Section 1.960 to 1.969 is amended to read as follows:

1.960 Introduction.

A. Purpose of Purchasing Policy. This Astoria Purchasing Code (APC) is adopted by the Astoria City Council as the governing body of Astoria to establish the rules and procedures for contracts entered into and purchases made by the City. It is the policy of the City in adopting this APC to utilize public contracting and purchasing practices and methods that maximize the efficient use of City resources and the purchasing power of City funds by:

(1) Promoting impartial and open competition;

(2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and

(3) Taking full advantage of evolving procurement methods that suit the purchasing needs of the City as they emerge within various industries.

B. Interpretation of Purchasing Policy. Except as specifically provided in this APC, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the “Public Contracting Code”) and the Attorney General’s Model Public Contract Rules (“Model Rules”), as they now exist.

(1) In furtherance of the purposes of the objective set forth above in subsection A, it is the city’s intent that this APC be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.

(2) The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the City to the extent they do not conflict with this APC and the rules and regulations adopted by the City.

(3) In the event of a conflict between any provisions of this APC and the Model Rules, the provisions of this APC shall prevail.
C. **Specific Provisions’ Precedence over General Provisions.** In the event of a conflict between the provisions of this APC, the more specific provision shall take precedence over the more general provision.

D. **Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

### 1.961 Definitions.

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

A. **Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.

B. **Affected person/offeror.** A person whose ability to participate in a procurement is adversely impaired by a City decision.

C. **Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model.

D. **Award.** The decision to enter into a contract or purchase order with a specific offeror.

E. **Bid.** A response to an invitation to bid.

F. **Bidder.** A person who submits a bid in response to an invitation to bid.

G. **Business with which a City employee is associated.** Any business in which a City employee is a director, officer, owner or employee, or any corporation in which a City employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.

H. **City.** The City of Astoria, a municipal corporation and a contracting and purchasing agency.

I. **City Manager.** The person appointed by the City Council to the position of City Manager. Where the context so requires the term City Manager shall also include those persons authorized by the City Manager to perform the described functions.
J. **Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.

K. **Contract.** See Public Contract.

L. **Contractor.** The person who enters into a contract with the City.

M. **Contract price.** As the context requires:

1. The maximum payment that the City will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
2. The maximum not-to-exceed payment specified in the contract; or
3. The unit prices set forth in the contract.

N. **Contracting agency.** A public body authorized by law to conduct a procurement.

O. **Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.

P. **Days.** Calendar days.

Q. **Emergency.** Involves circumstances that:

1. Could not have been reasonably foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract or amendment in order to remedy the condition.

R. **Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:

1. Operational, budget and financial data;
2. Public benefits;
3. Value engineering;
4. Specialized expertise;
5. Market conditions;
6. Technical complexity; and
(7) Funding sources.

S. Goods and/or services. Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.

T. Grant. An agreement under which:

(1) The City receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;

(a) The assistance received by the City is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and

(b) No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or

(2) The City provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;

(a) The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and

(b) No substantial involvement by the City is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.

U. Immediate family member. An employee’s spouse, and parents; children, and spouses; parents, and spouses; siblings, and spouses; grandparents and grandchildren, and spouses; and domestic partner, and parents.

V. Offer. A bid, proposal, quote or other response to a solicitation document.

W. Offeror. A person who submits an offer.

X. Opening. The date, time and place announced in the solicitation document for the public opening of written sealed offers.

Y. Original contract. The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
Z. **Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.

AA. **Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.

BB. **Personal services.** Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.

1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.

2. Personal services contracts include, but are not limited to, the following classes of contracts:

   a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;

   b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City is or may become interested;

   c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;

   d. Contracts for services that are specialized, creative or research-oriented; and/or

   e. Contracts for services as a consultant.

CC. **Price agreement.** A contract for the procurement of goods or services at a set price which has:

1. No guarantee of a minimum or maximum purchase; or

2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.
DD. **Procurement.** The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

EE. **Professional services.** Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

FF. **Proposal.** A response to a request for proposals.

GG. **Proposer.** A person that submits a proposal in response to a request for proposals.

HH. **Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.

II. **Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.

JJ. **Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.

KK. **Public improvement.** A project for construction, reconstruction or major renovation on real property, by or for the City. It does not include projects for which no funds of the City are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.

LL. **Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.

MM. **Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product’s form.
NN. **Related services.** Personal services, other than architectural, engineering and land survey services, which are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:

1. Landscape architectural services;
2. Facilities planning services;
3. Energy planning services;
4. Space planning services;
5. Environmental impact studies;
6. Hazardous substances or hazardous waste or toxic substances testing services;
7. Wetland delineation studies;
8. Wetland mitigation services;
9. Native American studies;
10. Historical research services;
11. Endangered species studies;
12. Rare plant studies;
13. Biological services;
14. Archaeological services;
15. Cost estimating services;
16. Appraising services;
17. Material testing services;
18. Mechanical system balancing services;
19. Commissioning services;
20. Project management services;
21. Construction management services and owner’s representatives’ service; and/or
22. Land use planning services.
OO. **Request for proposals.** A solicitation document used for soliciting proposals.

PP. **Request for qualifications.** A written document issued by the City describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the City.

QQ. **Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.

RR. **Scope.** The range and attributes of the goods or services described in a procurement document.

SS. **Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.

TT. **Solicitation.** As the context requires:

1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;

2. The process of notifying prospective offerors of a request for offers; and/or

3. The solicitation document.

UU. **Work.** The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

VV. **Written or in writing.** Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

1.962 **Authority.**

A. **City Council as Local Contract Review Board.** The City Council is designated as the local contract review board of the City and has all the rights, powers and authority necessary to carry out the provisions of this APC, the Public Contracting Code, and/or the Model Rules.
B. **Application of Attorney General’s Model Rules of Procedure.** Pursuant to ORS 279A.065(6), the City has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the City.

C. **Inapplicability of APC.** This APC does not apply to the following:

1. Contracts or agreement to which the Public Contracting Code does not apply;
2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;
3. Grants;
4. Acquisitions or disposals of real property or interests in real property;
5. Procurements from an Oregon Corrections Enterprise program;
6. Contracts, agreements or other documents entered into, issued or established in connection with:
   a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
   b. The making of program loans and similar extensions or advance of funds, aid or assistance by the City to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
   c. The investment of funds by the City as authorized by law; or
   d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the City manager.
7. Contracts for employee benefit plans;
8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
10. Insurance contracts;
(11) Revenue-generating agreements;

(12) Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this APC, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this APC;

(13) Contracts for legal professionals or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City of Astoria is or may become interested.

(14) Contracts for the abatement of public nuisances pursuant to the provisions of Astoria City Code §§ 5.706-5.746.

D. Authority of City Manager. For contracts and purchases covered by this APC, the City Manager is authorized to:

(1) Award contracts and amendments without specific authorization by the City Council whenever the contract amount is $50,000 or less and the proposed expenditure is included in the current fiscal year budget.

(2) Execute contracts and amendments with specific authorization by the City Council whenever the contract or amendment amount is greater than $50,000 and the proposed expenditure is included in the current fiscal year budget.

(3) As the purchasing agent for the City, the City Manager is authorized to:

(a) Advertise for bids or proposals without specific authorization from the City Council, when the proposed purchase is included within the current fiscal year budget.

(b) Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the City Council approves the proposed budget transfer.

(c) Purchase goods, services and/or property without specific authorization by the City Council whenever the amount is $50,000 or less and the proposed expenditures are included in the current fiscal year budget.

(d) Purchase goods, services and/or property with specific authorization by the City Council whenever the amount is greater than $50,000 and the proposed expenditure is included in the current fiscal year budget.
(e) Purchases of any goods or services in excess of $7,500 from City employees require authorization of the City manager.

(f) Departments shall communicate purchase requirements to the City Manager and plan sufficiently in advance so that orders can be placed in economical quantities.

(4) Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the City Manager, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:

(a) The Acting City Manager

(b) Finance director; and

(c) Mayor.

(5) Adopt forms, procedures, computer software, and administrative rules for all City purchases regardless of the amount.

(a) When adopting the forms, procedures, computer software, and/or administrative rules, the City Manager shall establish practices and policies that:

i. That allow for open and impartial competition; and

ii. Allow the City to take advantage of the cost-saving benefits of alternative contracting methods and practices;

(b) The City shall use these forms, procedures, computer software and administrative rules unless they conflict with the APC.

E. Favorable Terms. Contracts and purchases shall be negotiated on the most favorable terms in accordance with this APC, other adopted ordinances, state and federal laws, policies and procedures.

F. Unauthorized Contracts or Purchases. Public contracts entered into or purchases not made as authorized herein shall be voidable at the sole discretion of the City.

(1) The City may take appropriate action in response to execution of contracts or purchases made contrary to this provision.

(2) Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.
G. Purchasing from City Employees or Employees’ Immediate Family Prohibited. No contract shall be entered into with or purchase made from any City employee or employee’s immediate family member, or any business with which the employee is associated, unless:

1. The contract or purchase is expressly authorized and approved by the City Council; or

2. The need for the contract or purchase occurs during a state of emergency, and the City Manager finds, in writing, that the acquisition from the employee, employee’s immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

1.963 Preferences.

A. Discretionary Local Preference. If the solicitation is in writing, the City Manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.

1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the City Manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.

2. The City Manager may establish a preference percentage of ten percent (10%) or higher if the City Manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.

3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

B. Mandatory Tie Breaker Preference. If offers are identical in price, fitness, availability and the quality is identical, and the City desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.

C. Reciprocal Preference. Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.

D. Preference for Recycled Materials and Supplies. Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The City Manager shall adopt standards to determine if goods are manufactured from recycled materials.
1.964 General Provisions.

A. Public Notice. Unless otherwise specifically provided by this APC, any notice required to be published by this APC may be published using any method the City Manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.

B. Procedure for Informal Written Solicitation. Where allowed by this APC, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

(1) The solicitation document shall request competitive price quotes or competitive proposals, and include:

(a) The date, time and place that price quotes or proposals are due;

(b) A description or quantity of the good or service required;

(c) Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

(d) Any required contract terms or conditions; and

(e) Any required bid form or proposed format.

(2) Price quotes or proposals shall be received by the City Manager at the date, time and place established in the solicitation document.

(a) The City Manager shall keep a written record of the sources of the quotes or proposals.

(b) If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the City Manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

C. Procurement Methods for Professional Services and Public Improvements. The City shall apply the Public Contracting Code and the Model Rules when procuring professional services and public improvements and processing protests thereof.
D. **Retroactive Approval.** Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The City Manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the City manager, along with a written request for contract retroactive approval that contains:

1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
2. A description of steps being taken to prevent similar occurrences in the future;
3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
4. A proposed form of contract.

### 1.965 Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

**A. Small Procurements.** Contracts for or purchases of goods or services with a contract price of $10,000 or less are small procurements.

1. The City Manager may use any procurement method the City Manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services.
2. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.
3. Public notice. No public notice of small procurements is required.

**B. Intermediate Procurements.** Contracts for goods or services with a contract price greater than $10,000 and less than or equal to $150,000 are intermediate procurements.

1. Intermediate procurements shall be by informal written solicitation.
2. Negotiations. The City Manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the City.
(3) Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the City Manager determines will best serve the interests of the City, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.

(4) Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.

(5) Public notice. Public notice is not required for intermediate procurements.

C. Large Procurements. Contracts for goods or services with a contract price greater than $150,000 are large procurements.

(1) The City Manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.

(2) When using either competitive sealed bidding or competitive sealed proposals, the City Manager shall follow the applicable procedures set out in the Model Rules.

(3) The City shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

1.966 Personal Services Contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the City Manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the City Manager shall consider:

(1) Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;

(2) Whether the City intends to rely on the contractor’s specialized skills, knowledge and expertise to accomplish the work; and

(3) Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city’s needs and result in obtaining satisfactory contract performance and optimal value.
(4) A service shall not be classified as personal services for the purposes of the APC if:

(a) The work has traditionally been performed by contractors selected primarily on the basis of price; or

(b) The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

B. Requests for Qualifications. At the City manager’s discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

(1) A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.

(2) A request for qualifications may require information including, but not limited to:

(a) The contractor's particular capability to perform the required personal services;

(b) The number of experienced personnel available to perform the required personal services;

(c) The specific qualifications and experience of personnel;

(d) A list of similar personal services the contractor has completed;

(e) References concerning past performance; and

(f) Any other information necessary to evaluate the contractor’s qualifications.

(3) A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
(4) Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

C. **Direct Negotiations.** Personal services may be procured through direct negotiations if:

1. The contract price does not exceed $75,000 and the work is within a budgetary appropriation or approved by the City Council; or

2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the City may have an interest; or

3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.

4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

D. **Informal Written Solicitations.** An informal written solicitation process may be used for personal services when the contract price is less than $125,000.

1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the City Manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.

2. The solicitation document shall include:

   a. The date, time and place that proposals are due;
(b) A description of personal services sought, or the project to be undertaken;

(c) Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

(d) Any required contract terms or conditions; and

(e) Any required bid form or proposal format.

(3) Selection and ranking of proposals may be based on the following criteria:

(a) Particular capability to perform the personal services required;

(b) Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;

(c) Performance history;

(d) Approach and philosophy used in providing personal services;

(e) Fees or costs;

(f) Geographic proximity to the project or the area where the services are to be performed; and

(g) Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.

(4) The City Manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.

(5) Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
(6) Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.

E. Requests for Proposals. A request for proposals shall be used to procure personal services when the contract price is $125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the City.

(1) Request for Proposal. The request for proposal shall include:

(a) Notice of any pre-offer conference, including:

   i. The time, date and location;

   ii. Whether attendance at the pre-offer conference is mandatory or voluntary; and

   iii. A provision that statements made by representatives of the City at the pre-offer conference are not binding unless confirmed by written addendum.

(b) The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;

(c) The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;

(d) A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;

(e) A statement that the City may cancel the procurement or reject any or all proposals;

(f) The date, time and place of opening;

(g) The office where the request for proposals may be reviewed;

(h) A description of the personal services to be procured;

(i) The evaluation criteria;

(j) The anticipated schedule, deadlines, evaluation process and protest process;
(k) The form and amount of any proposal security deemed reasonable and prudent by the City Manager to protect the city’s interests;

(l) A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;

(m) If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;

(n) If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the City will determine the number of contracts to be awarded, or that the manner will be left to the city’s discretion at time of award;

(o) If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;

(p) All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and

(q) Any terms and conditions authorized for negotiation.

(2) Public Notice. The City Manager shall provide public notice of a request for proposals for personal services.

(a) Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the City Manager determines that a shorter interval is in the public’s interest, or a shorter interval will not substantially affect competition.

(b) The City Manager shall document the specific reasons for the shorter public notice period in the procurement file.

(3) Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
1.967 Alternative Source Selection Methods for Goods or Services & Personal Services.

A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

(1) Determination of Sole Source. Before a sole-source contract may be awarded, the City Manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:

   (a) The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;

   (b) The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;

   (c) The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or

   (d) Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.

(2) Negotiations. To the extent reasonably practical, contract terms advantageous to the City shall be negotiated with the sole source provider.

(3) Notice. The City Manager shall post notice of any determination that the sole source selection method will be used on the city’s website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

B. Special Procurements. In its capacity as contract review board for the City, the City Council, upon its own initiative or upon request of the City manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.
(1) Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the City Council that contains the following:

(a) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;

(b) The estimated contract price or cost of the project, if relevant;

(c) Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;

(d) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practically be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

(e) A description of the proposed alternative contracting methods to be employed; and

(f) The estimated date by which it would be necessary to let the contract(s).

(2) In making a determination regarding a special selection method, the City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

(3) Hearing. The City shall approve the special solicitation or exemption after a public hearing before the City Council.

(a) At the public hearing, the City shall offer an opportunity for any interested party to appear and present comment.

(b) The City Council shall consider the findings and may approve the exemption as proposed or as modified by the City Council after providing an opportunity for public comment.

C. Contracts. Subject to award at the City manager’s discretion. The following classes of contracts may be awarded in any manner that the City Manager deems appropriate to the city’s needs, including by direct appointment or purchase. Except where otherwise provided, the City Manager shall make a record of the method of award.
(1) Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the APC.

(2) Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

(3) Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

(4) Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

(5) Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the City.

(6) Specialty Goods for Resale. Contracts for the purchase of specialty goods by the City for resale to consumers.

(7) Sponsorship Agreements. Sponsorship agreements, under which the City receives a gift or donation in exchange for recognition of the donor.

(8) Structures. Contracts for the disposal of structures located on city-owned property.

(9) Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.

(10) Temporary Extensions or Renewals. Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.

(11) Temporary Use of City-Owned Property. The City may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:

(a) The contract results from an unsolicited proposal to the City based on the unique attributes of the property or the unique needs of the proposer;

(b) The proposed use of the property is consistent with the city’s use of the property and the public interest; and
(c) The City reserves the right to terminate the contract without penalty, in the event that the City determines that the contract is no longer consistent with the city’s present or planned use of the property or the public interest.

(12) Used Property. The City Manager may contract for the purchase of used property by negotiation if such property is suitable for the city’s needs and can be purchased for a lower cost than substantially similar new property.

(a) For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City.

(b) The City Manager shall record the findings that support the purchase.

(13) Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

(14) Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.

D. Emergency Procurements. When the City Manager determines that immediate execution of a contract within the City manager’s authority is necessary to prevent substantial damage or injury to persons or property, the City Manager may execute the contract without competitive selection and award or City Council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

(1) When the City Manager enters into an emergency contract, the City Manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the City and the public.

(2) The City Manager shall also notify the City Council of the facts and circumstances surrounding the emergency execution of the contract.

E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

1.968 Surplus Property.
A. **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the City Manager that the method of disposal is in the best interest of the City. Factors that may be considered by the City Manager include costs of sale, administrative costs, and public benefits to the City.

1. Governments. Without competition, by transfer or sale to another government department or public agency.

2. Auction. By publicly advertised auction to the highest bidder.

3. Bids. By publicly advertised invitation to bid.

4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this APC for the award of personal services contracts.

5. Fixed Price Sale. The City Manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.

6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. **Disposal of Property with Minimal Value.** Surplus property which has a value of less than $500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.

C. **Personal-Use Items.** An item (or indivisible set) of specialized and personal use with a current value of less than $100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the City manager.

D. **Restriction on Sale to City Employees.** City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.
E. **Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the City shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the City, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

1.969 **Protest and Appeal Procedures.**

A. **Appeal of Debarment or Prequalification Decision.**

1. Right to Hearing. Any person who has been debarred from competing for the city’s contracts or for whom prequalification has been denied, revoked or revised may appeal the city’s decision to the City Council as provided in this section.

2. Filing of Appeal. The person shall file a written notice of appeal with the City Manager within five (5) business days after the prospective contractor’s receipt of notice of the determination of debarment or denial of prequalification.

3. Notification of City Council. Immediately upon receipt of such notice of appeal, the City Manager shall notify the City Council of the appeal.

4. Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

   a. Promptly upon receipt of notice of appeal, the City shall notify the appellant of the date, time and place of the hearing;

   b. The City Council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the City manager; and

   c. At the hearing, the City Council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

5. Decision. The City Council shall set forth in writing the reasons for the decision.

6. Costs. The City Council may allocate its costs for the hearing between the appellant and the City.

   a. The allocation shall be based upon facts found by the City Council and stated in the City Council’s decision that, in the City Council’s opinion, warrant such allocation of costs.
(b) If the City Council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the City if the decision is overturned.

(c) Judicial Review. The decision of the City Council may be reviewed only upon a petition in the circuit court of {County} filed within fifteen (15) days after the date of the City Council’s decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.

(1) Delivery; Late Protests. An affected person shall deliver a written protest to the City Manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.

(a) The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.

(b) A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

(2) Content of Protest. The written protest shall include:

(a) Identification of the requested special procurement;

(b) A detailed statement of the legal and factual grounds for the protest;

(c) Evidence or documentation supporting the grounds on which the protest is based;

(d) A description of the resulting harm to the affected person; and

(e) The relief requested.

(3) Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.

(4) City Response. The City Manager shall issue a written disposition of the protest in a timely manner.
(a) If the City Manager upholds the protest, in whole or in part, the City Manager may, in the City manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.

(b) If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.

(5) Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.

(a) Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.

(b) Judicial review shall be in accordance with ORS 279B.400.

C. Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.

(1) Delivery; Late Protests. An affected person shall deliver a written protest to the City Manager within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.

(a) The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.

(b) A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

(2) Content of Protest. The written protest shall include:

(a) A detailed statement of the legal and factual grounds for the protest;

(b) Evidence or documentation supporting the grounds on which the protest is based;

(c) A description of the resulting harm to the affected person; and

(d) The relief requested.
(3) Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.

(4) City Manager Response. The City Manager shall issue a written disposition of the protest in a timely manner.

(a) If the City Manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.

(b) If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.

(5) Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.

(a) Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.

(b) Judicial review shall be in accordance with ORS 279B.400.

D. Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.

(1) Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the City manager.

(a) The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.

(b) Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.

(c) Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.

(d) Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.

(2) Contents of Protest. The written protest shall:

(a) Specify all legal or factual grounds for the protest as follows:
i. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this APC or applicable law. The protest shall identify the specific provision of this APC or applicable law that was violated.

ii. A person may protest award or intent to award for the reason that:

- All proposals ranked higher than the affected persons are nonresponsive;
- The City failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
- The City abused its discretion in rejecting the affected person’s proposal as nonresponsive; or
- The evaluation of proposals or the subsequent determination of award is otherwise in violation of this APC or applicable law.

(b) The protest shall identify the specific provision of this APC or applicable law that was violated by the city’s evaluation or award;

(c) Include evidence or supporting documentation that supports the grounds on which the protest is based;

(d) A description of the resulting harm to the affected person; and

(e) The relief requested.

(3) Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.

(4) City Manager Response. The City Manager shall issue a written disposition of the protest in a timely manner.

(a) If the City Manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.
(b) If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.

(5) Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.

E. Protests of Cooperative Procurements. Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the City only if the City is the administering agency and under the applicable procedure described herein.

Section 2. Repeal. Ordinance No. 05-03 adopted March 7, 2005 is repealed.

Section 3. This ordinance will be effective thirty (30) days after its passage.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF JULY, 2019.

APPROVED BY THE MAYOR THIS _____ DAY OF JULY, 2019.

__________________________________________
Mayor

ATTEST:

__________________________________________
City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT
Councilor Rocka
Brownson
Herman
West

Mayor Jones
DATE: JUNE 19, 2019

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: STREET SWEEPER PURCHASE

DISCUSSION/ANALYSIS

The Public Works Department has solicited quotes for a new 2020 street sweeper to replace a 1998 Tymco street sweeper that has ended its productive service life for the City. The new street sweeper will be purchased through a Cooperative Procurement Contract administered by Sourcewell (formerly NJPA). The City's procurement code allows for cooperative procurements to be made without competitive solicitations to bring efficiency to the process.

The Public Works Department has spent the last several months allowing multiple vendors to demonstrate a variety of sweeper models in order to review current features, technologies, and functionality on City streets. Through this extensive review process, the Public Works Department has determined the Elgin model will best serve the needs of the City.

As an approved vendor of Sourcewell, Owen Equipment Company represents Elgin and is their dealer for Northwest Oregon. The Sourcewell contract price for the street sweeper is $263,011.00. The Public Works and Finance Departments are securing a five (5) year lease/purchase agreement with Kansas State Bank for this purchase. The lease and its associated finance charges cannot be finalized until the purchase of the street sweeper is approved by Council but are currently estimates at $305,000. The City's attorney has approved the attached as to form.

RECOMMENDATION

It is recommended that City Council approve the lease/purchase and authorize the Mayor and City Manager to sign final documents for a 2020 Elgin Street Sweeper from Owen Equipment Company not to exceed $305,000 in five (5) payments of approximately $61,000 per year and the surplus of our current sweeper at auction. There are funds appropriated in the 2019-2020 Public Works Improvement Fund for the first payment of the lease.

By: ________________________ FOR

Jeff Harrington, Public Works Director

Prepared by: ________________________

Jim Hatcher, Public Works Superintendent
Presents a Proposal Summary

of the

Crosswind 1

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

for

City of Astoria
Astoria, OR
Sourcewell Contract #122017-FSC
**PRODUCT DESCRIPTION**

- Equipped with Memory Sweep; 8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

**STANDARD FEATURES**

- Alternator, 95 amp
- Backup Alarm, electric
- Blower, 20,000 CFM rating with linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Camera, rear mounted
- Console, w/ rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16’ 8” with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Pick-up head, hydraulically operated, 14” (355 mm) outside diameter pressure hose, 12-3/4” (324mm) inside diameter suction hose with quick disconnect on suction side
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Vacuum enhancer, in-cab operated
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right and Left Hand Heated and Remote-Controlled Mirrors
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual

**ADDITIONAL FEATURES**

- 2020 Freightliner M2 Dual Steer
- 12” Convex Mirrors
- LED Stop/Tail/Turn
- (1) Spare Chassis Key
- Memory Sweep
- Side Broom Tilt Option Right Hand
- Side Broom Tilt Option Left Hand
- Lifeliner Hopper System
- Right Hand Inspection Door with Step and Handle
- 6” Hopper Drain
- Hydraulic Heavy-Duty Wandering Hose
· (1) 4 Ft. Aluminum Wandering Hose Extension Rear Mounted
· Front Spray Bar
· Individual Switches for the Water System Control
· Vacuum Enhancer
· Dual Side Broom Scrubbing Position
· High Pressure Washdown
· Air Purge for Water System
· Hydraulic Oil Level Gauge W/Thermometer on Tank
· Cab & Rear LED Strobe with LED Arrowstick
· Dual LED Side Broom and Rear LED Flood Lights
· Individual Switches for Dual Side Broom & Rear Flood Lights-LED
· Left Hand Camera and PUH Camera Curbside
· Triangle Reflective Flares (3)
· Sweeper Service Manual
· Chassis Operators Manual
· Chassis Parts Manual
· Chassis Service Manual
Product Model: CROSSWIND 1

Proposal Date: 6/14/2019
Quote Number: 2019-30996
Price List Date: 4/22/2019

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____________________________ Date: ____________________

Price valid for 30 Days from date of 6/14/2019

<table>
<thead>
<tr>
<th>Factory Total: $272,065.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sourcewell Discount: -$8462.00</td>
</tr>
<tr>
<td>Total Price: $263,603.00</td>
</tr>
</tbody>
</table>
LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.
DATE: JUNE 20, 2019  
TO: MAYOR AND CITY COUNCIL  
FROM: BRETT ESTES, CITY MANAGER  
SUBJECT: MILL POND VILLAGE PROPERTY UPDATE

DISCUSSION/ANALYSIS
In November 2018, the City Council directed staff to contract with a real estate firm to market City-owned Mill Pond "pier lots." The pier lots are twelve platted lots donated to the City in 2013 by the developer of the Mill Pond, Venerable Properties. Since that time, the City has paid fees to the Mill Pond Homeowners Association (MPHOA) in excess of $64,000. The City has budgeted $13,000 in Mill Pond fees, dues, taxes and services for the current fiscal year (2018/19) and next fiscal year (2019/20). The annual "no-build fees" paid to the MPHOA by the City is $7,200, which will continue indefinitely as long as the City owns the lots and they are undeveloped. Additionally, the City pays $3,600 in annual HOA dues, plus about $2,000 in miscellaneous expenses such as maintenance.

Staff contracted with Area Properties as the City had an earlier professional contract after going through a procurement process. The lots have been listed for $45,000 for each pier, or $90,000 total. To date no offers on the property have been forthcoming. The MPHOA has stated that there is no interest on the part of the formal organization to purchase the lots.

However, staff and Area Properties broker Mary Wickstrom, had discussions with individual homeowners that are most affected by the possibility of development of the pier lots, and would like to have them remain as open space. A group of these homeowners have accumulated tentative commitments of $11,500 in the form of donations to the City. The donors would prefer to make the contributions in the form of a donation to a non-profit organization, such as the Astoria Parks and Recreation Community Foundation, for tax purposes. The Foundation is willing to receive these funds.

The funds would then be transferred to a City fund and used to decommission the lots by removal of water meters, repair of the sidewalk and the curb, and planning activities needed to convert the lots to open space. It should be noted that the Pergola Park on the Mill Pond is a City Park, and is maintained by the MPHOA. Making the pier lots open space would presumably add to the area of the Pergola Park.

RECOMMENDATION
Staff recommends that the City Council consider the tentative offer from the homeowners. If the Council is interested in moving forward with the offer, staff and the City Attorney can develop a formal proposal to bring to a future meeting.

By: Mike Morgan, Contract Planner
Community Development Department
May 28, 2019

City of Astoria
1095 Duane
Astoria OR 97103

Attn: Mike Morgan

Re: City of Astoria Mill Pond Lots

Mike,

Regarding the listings of the Mill Pond Lots owned by the City, we have not had any inquiries for information or any potential interest in a purchase.

I have been in touch with Cheryl Storey with the Mill Pond HOA. There is a number of Mill Pond homeowners that would like to submit a proposal to the City. The proposal is outlined in the email that is attached from Cheryl Storey.

In further discussion with Cheryl there has been around $11,500 collected, that will be contributed by the interested homeowners.

If this proposal is approved the City, the CC&R’s would need to be amended as well as the Mill Pond Architectural guidelines and Bylaws. The property would also have to be de-platted. The documents would need to be red-lined and sent to Cheryl to obtain majority approval of the homeowner for the changes to go forward.

As far as Area Properties part as the agent for the City, our services would not be necessary to complete this Proposal as this proposal would not fall under the required real estate transaction rules. Completion of the required documents could be prepared by the City’s Attorney. I will withdraw the listing at the time that the City decides to move forward with the proposal of the homeowners.

I appreciate the City listing the property with Area Properties and will help assist with this matter as a decision is made.
Thank you,

Mary Wikstrom
Area Properties
1490 Commercial
Astoria Or 97103
Marywikstrom1@gmail.com
503-325-6848
503-791-9381
Hello Mary, this e-mail is to follow up on our discussion on Monday regarding the pier lots owned by the City of Astoria in the Mill Pond development. Mike Morgan had requested I work through you regarding the pier lots as you are the listing agent for these properties. Our discussion on Monday covered the following:

1. A number of Mill Pond homeowners have taken it upon themselves to voluntarily donate money to the City of Astoria (likely the Parks department as it's a 501(c)3 organization) to assist the City in the hard costs of decommissioning the lots (or in other words, de-planting) and convert the space to public space still owned by the City. The hard costs include removing the curb cuts and discontinuing the utilities to the lots themselves.
2. The HOA itself is not a party to these donations as these are coming from private homeowners.
3. The money from the private homeowners is not intended to purchase the properties as no one person wants to own the properties in question, nor is the HOA willing to acquire the pier lots.
4. Thus, the City would continue to "own" the property, but it would no longer be eligible for housing/condo development. If the City wanted to add the public/common space where the lots currently exist to the existing Pergola Park in Mill Pond, that would be a City decision.
5. As you and I discussed, there would be no Title search, property transfer to deal with that accompanies the typical real estate transaction with the above proposal by Mill Pond homeowners to the City of Astoria.
6. My understanding from our discussion is that there's been no activity or interest on the property and since there would be no formal real estate transaction, you w/b getting in touch with Mike Morgan and ask him to work directly with us and you would consider the costs you've incurred to date as a donation to the City and call it good.

If I misunderstood anything, let me know. Thank you so much for talking with me about the above.

/s/ Cheryl Storey

2605 Mill Pond Lane
TO: City of Astoria
FROM: Laurie Duey, Broker
AREA Properties, Inc.
DATE: September 4, 2013
RE: City Properties

Attached is a suggested pricing for the current list of saleable city lots.

In determining these prices, I have taken into consideration vacant land sales within the last 12 calendar months in the City of Astoria. There were only 6 sales, 3 of which were Millpond. Of the remaining three, two were similar and the third was far superior to lots being offered for sale.

The first comp was 181 Exchange, listed for $24,900 and sold for $15,000. This was a 5,000 sq. ft. lot in similar location and similar build issues as many of the city properties.

The second sold property was at 518 Alameda. This property was 5,000 sq. ft, similar build issues (including geo), similar location, but a very good river view. This property listed for $55,000 and sold for $35,000.

The third comp was located at 10th & Klaskanine, listed for $75,000 and sold for $55,000. This is a superior sale of lots 5-8 (4 sites) and subsequently divided into 2 duplex lots for development. Lot size was 0.48 acres. The $55,000 sales price for the entire parcel reflects a $13,750 per site value.

In addition, not factored in as a comp but a recent sale, the house/lot at 144 Duane sold for $25,000. Lot size was 0.14 acres. The views were outstanding. The house had significant damage from the Duane/Bond slide, was in the slide area and needed to be removed. This sales price did not take into consideration demolition costs. This sales price does show land value (less demo) in a slide area.

Regarding the Millpond lots, prior to the city's ownership of these lots, I worked extensively with Art Demuro on the sale of these properties. Through discussions with Art and the Millpond board president, a plan was formulated to abandon the original pier lots as platted and market the pond front lots to property owners that would benefit from the unobstructed views. The thought behind this plan was that and after years of unsuccessful marketing in today's real estate environment, the piers were not an attractive venture for investors. At that time property owners were contacted, but we were not successful at putting together a complete purchase plan. I still believe that this would be the most prudent way to market the lots today — abandon the original plat and market the property at 4 pond lots. I would recommend addressing the Millpond Board.
of Directors and see if the board would be interested in the purchase to retain these lots as open space/common ground. In pricing, the most recent pond lot sale was #36, which sold for $21,000 on 6/14/13. My recommendation for pricing these lots, based on the above information would be approximately $84,000.

Regarding the 900 block of 36th Street, this parcel is currently being used as access by adjacent property owners to their garages and the back of the property. These 4 individual parcels benefit each of the adjacent parcels similar to the recent street vacation adjacent to 2044 SE D Street for $1,001.12. In comparison, there would be 4 similar parcels for a total of $4,000. I would recommend adjacent property owners purchase the entire parcel and formulate a division of this parcel after closing that would benefit each of them as they see fit.

Regarding the larger parcels that are mostly comprised of slide area with only portions of these lots for sale, I have defaulted to Clatsop County tax values on these due to a lack of similar sales.

Summarizing the above sales comps, the average sales price is $21,250 per site. This average is the basis for suggested pricing with adjustments for other factors relating to the specific lots. In addition, consideration being given to adjacent property owners is appropriate in that many of these adjacent property owners have been using the city properties for access, gardening and views. Many may not realize that even their homes, garages or permanent landscaping encroach on the city lands.

Finally, with respect to pricing of the larger parcels, I would recommend that the City obtain fee appraisals on these parcels.
DATE: JUNE 19, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LICENSE TO OCCUPY A PORTION OF THE 14TH STREET RIGHT-OF-WAY ADJACENT TO 342 14TH STREET.

DISCUSSION / ANALYSIS

The City has received a request from Paul Caruana of the Astor Hotel, LLC. to occupy a portion of the 14th Street right-of-way in order to construct a patio and ADA ramp to accommodate ADA access to the main entrance of the building. An exhibit map and copy of the proposed license agreement are attached to this memo. City staff has reviewed the application and can support issuance of a License to Occupy with the following conditions.

1. City grants permission to Astor Hotel and Astor Hotel accepts City’s permission to construct the patio and ADA ramp on the 14th Street right-of-way as shown on attached exhibit map.

2. Astor Hotel’s use of the 14th Street right-of-way is not “adverse” or contrary to the City in any way

3. Any improvements within the right-of-way must be maintained by the property owner at their own expense.

4. Neither Astor Hotel nor any subsequent owner or occupant of the adjacent property will acquire any prescriptive rights in the 14th Street right-of-way.

5. Construction of the proposed improvement must comply with all applicable City codes. Coordinate with the Planning, Building and Engineering Divisions to verify applicable permits and processes.

6. A City of Astoria Right-of-Way Permit must be obtained prior to construction.

7. The proposed improvements will require structural evaluation of the existing sidewalk and include any required improvements to accommodate the additional weight.

8. Storm drainage runoff from the existing awning will need to be routed to a location that does not impact the proposed improvements or existing sidewalk.

9. The sidewalk width adjacent to the proposed improvements shall not be less than 6 feet wide, excluding the curb.
10. The sidewalk adjacent to the proposed improvements shall be modified to be ADA compliant with a maximum cross slope of 1.5%.

11. Existing sidewalk appurtenances such as signs, planters, etc. shall be relocated to ensure unrestricted pedestrian mobility through this area.

12. Astor Hotel or its successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with its use of the 14th Street right-of-way, its conduct with respect to the same, or any condition thereof. In the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Astor Hotel or its successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.

13. City may revoke its permission for the Astor Hotel's continued use of the sidewalk of the 14th Street right-of-way for any reason upon sixty-days prior written notice. Upon such notice, the Astor Hotel or subsequent owner will remove the patio and ramps forthwith from the 14th Street right-of-way at its sole expense and restore right-of-way to a condition acceptable to the City.

14. The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.

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

16. This license does not grant exclusive use to the area described in attachment A.

Mr. Caruana is aware of and is agreeable with these conditions. City Attorney Blair Henningsgaard has reviewed, and approved as to form, the attached License Agreement.

RECOMMENDATION

It is recommended that City Council approve a license to occupy, subject to the above conditions for a 6 foot 10 inch by 25 foot portion of the 14th Street right-of-way adjacent to 342 14th Street for the purpose of constructing a patio and ADA ramps to improve accessibility to the main entrance of the building.

Submitted By: 
Jeff Harrington, Public Works Director

Prepared By: 
Nathan Crater, City Engineer
L I C E N S E

AN AGREEMENT made and entered into this ______ of ______, 2019 between the CITY OF ASTORIA, a municipal corporation of the State of Oregon, hereinafter referred to as “City”, and Astor Hotel LLC., 342 14th St, Astoria, OR 97103, hereinafter referred to as “Astor Hotel”.

W I T N E S S E T H:

WHEREAS, the Astor Hotel is the owner of certain real property in Astoria, Oregon, hereinafter referred to as “the Astor Hotel property”, and more particularly described as: Lots 4, 5, and 6, Blk 135, Tax Lot 06600, Shively’s Astoria in the City of Astoria, County of Clatsop and State of Oregon.

WHEREAS, City is the owner of a public street right-of-way adjacent to and abutting the Astor Hotel property, hereinafter referred to as “the 14th Street right-of-way”, and

WHEREAS, Astor Hotel wants to make a level entry, install an ADA ramp and construct a patio area

WHEREAS, Astor Hotel has requested from City the right to locate a patio and an ADA ramp on a 6'-10" by 25' portion of the 14th Street sidewalk, as shown on the attached exhibit map;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. City grants permission to Astor Hotel and Astor Hotel accepts City’s permission to construct the patio and ADA ramp on the 14th Street right-of-way as shown on attached exhibit map.

2. Astor Hotel’s use of the 14th Street right-of-way is not “adverse” or contrary to the City in any way

3. Any improvements within the right-of-way must be maintained by the property owner at their own expense.

4. Neither Astor Hotel nor any subsequent owner or occupant of the adjacent property will acquire any prescriptive rights in the 14th Street right-of-way.

5. Construction of the proposed improvement must comply with all applicable City codes. Coordinate with the Planning, Building and Engineering Divisions to verify applicable permits and processes.

6. A City of Astoria Right-of-Way Permit must be obtained prior to construction.

7. The proposed improvements will require structural evaluation of the existing sidewalk and include any required improvements to accommodate the additional weight.

8. Storm drainage runoff from the existing awning will need to be routed to a location that does not impact the proposed improvements or existing sidewalk.
9. The sidewalk width adjacent to the proposed improvements shall not be less than 6 feet wide, excluding the curb.

10. The sidewalk adjacent to the proposed improvements shall be modified to be ADA compliant with a maximum cross slope of 1.5%.

11. Existing sidewalk appurtenances such as signs, planters, etc. shall be relocated to ensure unrestricted pedestrian mobility through this area.

12. Astor Hotel or its successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with its use of the 14th Street right-of-way, its conduct with respect to the same, or any condition thereof. In the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Astor Hotel or its successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.

13. City may revoke its permission for the Astor Hotel's continued use of the sidewalk of the 14th Street right-of-way for any reason upon sixty-days prior written notice. Upon such notice, the Astor Hotel or subsequent owner will remove the patio and ramps forthwith from the 14th Street right-of-way at its sole expense and restore right-of-way to a condition acceptable to the City.

14. The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.

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

16. This license does not grant exclusive use to the area described in attachment A.

CITY OF ASTORIA, a Municipal Corporation of The State of Oregon, 

Approved as to Form

City Attorney

CITY:

By: ____________________

Mayor

Attest: ____________________

City Manager

Property Owner
Proposed License to Occupy
6'-10" x 25' area adjacent to 342 14th St
Lots 5 & 6, Block135,
Shively's Subdivision

May 28, 2019
Scale 1"=40'