



AGENDA

ASTORIA CITY COUNCIL

Monday, March 4, 2019
7:00 p.m.
2nd Floor Council Chambers
1095 Duane Street • Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

- a) Topics in Preservation - Historic Waterfront Design

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 Minutes of February 4, 2019
b) Board and Commission Meeting Minutes
 (1) Astoria Planning Commission Meeting Minutes for January 8, 2019
 (2) Draft Design Review Committee Meeting Minutes January 3, 2019
 (3) Draft Historic Landmarks Committee Meeting Minutes for January 15, 2019
 (4) Draft Astoria Planning Commission Meeting Minutes for January 29, 2019
 (5) Draft Traffic Safety Advisory Commission Meeting Minutes for January 29, 2019
c) Lease Agreement with Columbia Memorial Hospital for use of the East Portion of Heritage Square During Regatta

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) Public Hearing and Contract Authorization to Sole Source Maritime Memorial Expansion
b) Second Reading and Adoption: Ordinance Amending City Code 1.600 – 1.640 Relating to the Ambulance Franchise Program
c) Grand Ave. Sanitary Sewer Repair Project – Construction Contingency
d) Column Lighting Policy
e) Draft City Council Goals
f) Discussion on Urban Core Code Amendments

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.



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: FEBRUARY 25, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF MONDAY, MARCH 4, 2019

PRESENTATION

Item 3(a): Topics in Preservation - Historic Waterfront Design

Historian John Goodenberger will give a presentation on establishing historic context for compatible new development along Astoria's riverfront.

CONSENT CALENDAR

Item 6(a): City Council Minutes for February 4, 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): Board and Commission Meeting Minutes

- a) Astoria Planning Commission Meeting Minutes for January 8, 2019
- b) Draft Design Review Committee Meeting Minutes January 3, 2019
- c) Draft Historic Landmarks Committee Meeting Minutes for January 15, 2019
- d) Draft Astoria Planning Commission Meeting Minutes for January 29, 2019
- e) Draft Traffic Safety Advisory Commission Meeting Minutes for January 29, 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(c): Lease Agreement with Columbia Memorial Hospital for use of the East Portion of Heritage Square During Regatta

Columbia Memorial Hospital, on behalf of the Astoria Regatta Association is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events.

The Regatta activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

It is recommended that Council approve the Lease Agreement with Columbia Memorial Hospital for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate the Regatta events scheduled for Saturday, August 10, 2019, for a total sum of \$1.00.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing and Contract Authorization to Sole Source Maritime Memorial Expansion

Over the last several years, the Maritime Memorial Committee and City staff have been working toward the expansion of the Maritime Memorial to provide additional capacity. Now that the City and Port of Astoria have come to an agreement concerning the leased portion of the Memorial, staff has moved forward with plans and contract documents in anticipation of completing the project by Memorial Day of this year. The Maritime Memorial Committee has reviewed and approved the proposed plans.

The City Council approved a supplemental budget (#148) on February 4, 2019, which provides sufficient funding for the project. This would be a loan from the Astor West Urban Renewal District to the Maritime Memorial fund to complete the project.

Because of its long association with the Memorial, staff has been working with Astoria Granite, Inc. to develop a Special Procurement (commonly referred to as Sole Source) contract under Astoria Code Sec. 1.966. Astoria Granite Inc. has, for the last three decades, been the contractor responsible for placing the granite panels on the concrete walls, and they have had the sole responsibility of engraving the memorials on the granite panels. It is staff's opinion that Astoria Granite Inc., and their team of subcontractors, is capable of completing the memorial by the end of May.

It is recommended that the Council hold a public hearing on the sole source contract authorizing a construction contract with Astoria Granite, Inc. in the amount of \$172,000.

Item 7(b): Second Reading and Adoption: Ordinance Amending City Code 1.600 – 1.640 Relating to the Ambulance Franchise Program

On February 19, Council held the public hearing and first reading of the Ordinance amending City Code 1.600-1.640. Oregon Revised Statute (ORS) 682.062 was enacted in 2003 effectively giving counties the authority to develop a plan relating to the need for, and coordination of, ambulance services. Clatsop County established an ambulance service area plan consistent with statutes for

the efficient and effective provision of ambulance services. ORS 682.031 also gives the City the authority to establish an ordinance regulating ambulance services; however, it must comply with the County plan making that need unnecessary for the City of Astoria. The City of Astoria originally passed Astoria Codes 1.600 – 1.640 on August 16, 1976, encompassing fifteen pages. Astoria Code 1.600 – 1.640 is outdated and in conflict with the County's Ambulance Service Area Plan. The outdated City Code language can be found online (starting on Page 1–25) at:

http://www.astoria.or.us/Assets/dept_1/pm/pdf/chapter%201%201-19.pdf

It is recommended that Council hold a second reading and consider the adoption of the ordinance amending City Code 1.600 – 1.640 relating to The Ambulance Franchise Program.

Item 7(c): Grand Ave. Sanitary Sewer Repair Project – Construction Contingency

To avoid costly construction delays and to ensure that the project can be completed in an efficient manner, City staff requests a \$10,000 construction contingency be authorized in advance. This is just over 20% over the original contract price, and if fully utilized, would result in a total project cost of \$57,400.

Funding for this project is available in the Public Works Improvement Fund for Sanitary Sewer Main Rehabilitation.

It is recommended that City Council approve a \$10,000 construction contingency budget for the Grand Ave. Sanitary Sewer Repair Project.

Item 7(d): Column Lighting Policy

Consideration of column lighting policy which includes holidays, rather than in recognition of any particular event or cause. A memo will be added to the packet prior to the meeting on Monday.

Item 7(e): Draft City Council Goals

The Draft City Council Goals are the product of the February 25, 2019 City Council work session and are included in this packet. They are being presented at this meeting but are not being considered for adoption at this time.

Item 7(f): Discussion on Urban Core Code Amendments

Staff will make a presentation overview of the work completed to date by the Astoria Planning Commission regarding potential amendments to the Riverfront Vision Plan Urban Core Development Code implementation project.

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:07 pm.

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

Councilors Excused: None

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

PRESENTATIONS

Item 3(a): Pacific Power Franchise Agreement Update

Alisa Dunlap of Pacific Power will be presenting the Pacific Power yearly franchise agreement report.

Alisa Dunlap, Pacific Power, said the franchise agreement requires that she give an annual update to City Council on the franchise fees paid in Clatsop County. She gave a Power Point presentation that included the required updates, as well as statistics on Pacific Power's service area and customers, information about their facilities, corporate giving programs, volunteerism, customer-focused programs and partnerships, Smart Meter and facility upgrades, educational programs, and grant programs. She invited the public to attend Pacific Power's community presentation on Smart Meters on March 6, 2019 at Fort George from 5:30 pm to 7:00 pm.

Mayor Jones asked if solar incentives would begin to throttle back in 2019.

Ms. Dunlap explained that residential incentives handled by the Energy Trust of Oregon and State funding for the solar incentives are scaling back. The Energy Trust gets most of its funding from Pacific Power and Portland General Electric. She noted this is also the last year for the federal tax incentives for electric vehicles.

Councilor West asked what the deadline was for customers to opt out of the Smart Meter program.

Ms. Dunlap replied there was no deadline. Pacific Power is one of the last utility companies in the state to get Smart Meters and most companies do not have opt-out programs. The fee to opt out is \$36 per month to have meters read manually and an additional fee would be charged to remove a Smart Meter. She added that the Public Utility Commission was working with Pacific Power to lower the opt-out fee to \$9 per month. At the lower price, the meters would only be read three times per year and bills would be estimated based on previous usage. This program, if approved, would be ongoing and under investigation. Customers can sign up for the opt-out program on the Pacific Power's website.

Councilor Rocka asked why someone would want to opt out of a Smart Meter.

Ms. Dunlap said in Pacific Power's opinion there was no good reason to opt out. Pacific Power has made a commitment to its customers to move forward with great technology. The Smart Meters provide insight into energy usage, faster response times, and other great benefits. The Smart Meters were not dangerous in any way. The World Health Organization, American Cancer Society, and other groups have done rigorous studies that show no harmful effects of Smart Meters. Smart phones and baby monitors emit more radio frequencies than Smart Meters.

Mayor Jones called for public comments.

Johnathan Norman, 93 Dresden, Astoria, said as part of Agenda 2030, people who originally invested in oil were now investing in green technology. The controlled grid causes cancer. Dr. Sharon Goldberg, Dr. Angie Colbeck and Senator Patrick Colbeck, and Kevin Motus, Outreach Director of the California Brain Tumor Association

have testified against 5G technology. This information can be found on Google. He suggested Councilors watch *We are Changed – 5G and the Internet of Change is Everything that they Want* and True Stream Media's *Still Unresolved Mystery of the Eugene Signal*. 5G uses millimeter waves and microwaves, which is a silent weapon system developed by the military. The Transportation Safety Administration's body scanners also use 5G. A person would get cancer after standing in a body scanner for a long time. He believed 5G was more powerful than microwaves and gives people cancer over time. Also, 5G meters transmit data wirelessly to governments and corporations. He encouraged people to do research. 5G meters have been known to catch on fire. Pacific Power is a corporation with a lot of influence and they would be manipulating the public. Also, 5G WiFi kills sperm counts, goes through walls, and goes through the human body. There is a 70 percent increase for cancer in the future and he believed that would come from 5G and genetically modified organisms. He made pamphlets available at the dais.

Megan Hodges, 396 38th Street, Astoria, believed there were questions about the safety of Smart Meters. She resented being charged to opt out. She heard that even if a neighbor had a Smart Meter, it could be harmful. She wanted to see more research on the meters. She appreciated all the money Pacific Power was giving to charity, but the customers were paying for it so it was arrogant to say Pacific Power was benevolent to give money to charity. The United Way is one of the lowest rated charities and has a terrible reputation for their huge administrative costs. Nine dollars would be better than \$36.

Josie Pepper, 5276 Ash St. Astoria, asked City Council to do outreach and investigation on the Smart Meter issues. She was concerned about the meters overheating and creating fire risks, which has been documented. There is a class action lawsuit in California for overcharging. She was also concerned about possible health, safety, security, and privacy risks, as well as the high opt-out fee. She hoped someone on City Council could take this issue on and do some in-depth research.

Pamela Matsen McDonald, 22 Nimitz, Astoria, thanked the Council for addressing this critical issue. The Clean Energy Bill was coming before the legislature this session. Power sources for the community are changing and two of the motivations for this are the invasion of Oregon by solar companies widening their markets due to technical advances in solar cells, and the antique nature of the power grid. Spending on wind and solar grew 13 percent in 2018 from the year before rising above \$16 billion according to solar industry watcher Wood Mackenzie. Growth will more than double in 2019. Photovoltaics costs continue to fall and the Chinese have absorbed the tariffs. Average global module prices could fall from \$0.30 per watt to \$0.18 in the next five years. Corporate buyers like Pacific Power are leading the growth while touting their support of alternative energy in marketing campaigns. More and more regional solar trade conventions cater to the business that the Solar Energy International Association started more than a decade ago. The power grid began being built in the 1930s and much of it needs to be replaced because it is fragile. This led the collective power companies in the west to look for decentralized systems where the whole electric generation plant was not vulnerable. Many grids are a string of solar, wind, or dam generated power sources with battery storage that have digital relays to cut off non-functioning units in an emergency without the whole grid going down. As solar penetration increases, states and solar companies are turning to storage. Energy storage can smooth electricity prices through arbitrage, managed evening energy ramps, mitigate the risk of curtailment, and provide backup power and more. With the resources available now, power security for isolated areas such as the mouth of the Columbia have the ability to include solar energy storage as part of the Public Works, Community Development, and Emergency Preparedness Departments. The cost of lithium ion batteries has fallen rapidly as manufacturers scaled up to support electric grid applications and electric vehicles. The National Renewable Energy Laboratory's analysis suggests that increasing solar penetration in California creates a market for 7,000 mega watts and four-hour storage. Texas and New England are beginning to experience the same conditions that create this opportunity. Storage can compete for as much as 82 percent of projected new combustion turbine capacity over the next decade.

David Oser, 254 W Irving, Astoria, thanked Ms. Dunlap and said Pacific Power has been a tremendous asset to the school district. The school district passed a bond last fall for building improvements. One thing the bond did not include was help for lighting improvements. The lighting in many buildings, particularly the middle and high schools, is terrible. The bond did not ask for that money because the school district will be working with Pacific Power to improve the lighting so that students and teachers can work easier. This will save about \$25,000 a year in energy costs.

Ms. Dunlap stated that Pacific Power appreciates that customers are frank and willing to comment publicly. She explained that the corporate giving is provided by shareholder dollars, not customer dollars. And while there are articles online about Smart Meters causing fires, this was happening about 10 or 15 years ago with the very first meters installed in California. Technology has improved since then and the fires were one reason Pacific Power waited so long to consider the technology and invest in it. Pacific Power's meters have gone through four or more rounds of testing, both internally and externally. Underwriter Laboratories has given Smart Meters the gold standard. She believed Pacific Power had the most secure network it could build. The meters are only transmitting whole house energy data, which Pacific Power already has access to now. No personal data is transmitted. Pacific Power will continue to look at reducing the meter reading fee for those who opt out. The Public Utility Commission, which regulates Pacific Power, does not allow cost sharing among customers. Pacific Power's website provides information about third party studies done on the health effects of Smart Meters.

Councilor Brownson added that the third-party studies are not funded by the industry. He suggested that those who have issues with Smart Meters read the Neurologica blog. He believed that a Smart Meter periodically throwing out a radio wave was pretty harmless. The technology helps facilitate solar panels and renewable energy. The country needs a stronger grid and needs to be smart about using power because it is essential to maintaining quality of life. The upgraded digital grid will be safer and more efficient. Climate change is a serious issue and renewables and smart use of energy is an important aspect of that.

Item 3(b): Merina and Associates Financial Audit Presentation

Tonya Moffitt of Merina and Company, LLP will be presenting the audited financial statements for the City of Astoria and Astoria Development Commission at the February 4, 2019 Council Meeting.

Tonya Moffitt, Merina and Company, presented the audit of the June 30, 2018 financial statements for the City and the Urban Renewal Agency. The audit resulted in a clean opinion, which is the highest level of opinion given, and no compliance issues were found. She explained the auditing process in detail and noted Staff readily provided Merina will all the documentation necessary to complete the analysis. The only significant accounting change between the June 30, 2018 and June 30, 2017 financial statements was due to a change required by the Government Accounting Standards Board. She provided Councilors with her contact information and encouraged them to let her know if they had any questions throughout the year.

REPORTS OF COUNCILORS

Item 4(a): Councilor Rocka reported he and Councilor Herman toured the Public Works Department and the Library. He was impressed by how much work each department had to do. He encouraged people to attend the Uniontown Reborn meeting on Wednesday at 4:30 pm at the Holiday Inn Express.

Item 4(b): Councilor West No reports.

Item 4(c): Councilor Brownson reported he lobbied for the City and the League of Oregon Cities (LOC) on Capital Day, where he met with Senator Johnson and Representative Mitchell in their offices. Senator Johnson worked with the legislature to help the Coast Guard get financial help from the state if there is another federal government shutdown. He also met with other small city leaders in Manzanita to plan their next three meetings. He would provide more information on his Facebook page. Small cities are designated by the LOC as having populations under 7,500 people. Astoria was the only municipality in the county not considered a small city because it has a larger population. He suggested the designation apply to cities under 10,000 people because a lot of state statutes apply when cities get to 10,000 people. He joined the Lower Columbia Diversity Coalition and attended the Chamber of Commerce's awards dinner. He congratulated Jennifer Holland and Ray Merit on winning awards for their work in the community.

Item 4(d): Councilor Herman reported the tours for new Councilors were informative and fun. She enjoyed going behind the locked gate at the sewage treatment ponds. She met with the Astoria Visual Arts Association to learn about the arts community. She encouraged everyone to visit the new studio at 10th and Duane. Her first Meet the Councilor event would be on Wednesday, February 13th from 4:30 pm to 6:00 pm in the Flag Room at the Library.

Item 4(e): Mayor Jones reported that he also attended the Lower Columbia Diversity Coalition meeting with Councilors Brownson and Herman. He attended the Homelessness Solutions Taskforce meeting with Chief Spalding. It was good to see so many different people representing the organizations working to assist people suffering from homelessness. He spoke to fourth graders at the elementary school and attended the Chamber of Commerce banquet. His first Meet the Mayor would be February 5th at the library in the Flag Room at 4:30 pm.

CHANGES TO AGENDA

There was none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes for January 7, 2019
- 6(b) City Council Work Session Minutes for January 10, 2019
- 6(c) City Council/APC/HLC/DRC Joint Work Session Minutes for January 10, 2019
- 6(d) Board and Commission Meeting Minutes
 - 1) Astoria Library Board Meeting Minutes for November 27, 2018
 - 2) Draft Astoria Library Board Meeting Minutes for January 22, 2019
 - 3) Astoria Planning Commission Meeting Minutes for December 11, 2018
 - 4) Draft Astoria Planning Commission Meeting Minutes for December 27, 2018
 - 5) Historic Landmarks Committee Meeting Minutes for December 18, 2018
- 6(e) Rosemary Johnson Contract Amendment
- 6(f) Oregon Heritage All-Star Community Grant
- 6(g) Memorandum of Agreement to Renew Adoption of Tide Rock Park by Jessica Schleif
- 6(h) Authorize Access Easement at 1234 Exchange Street
- 6(i) Authorize IFA Financing Contract for Old Hwy 30 & Maritime Rd Ownership Access Rights Study
- 6(j) Authorization to Amend MOA with Astoria Scandinavian Heritage Association

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

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing and Resolution for Supplemental Budget Resolution for Waterfront Bridges Project Fund #190 and Maritime Memorial Fund #148

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Council meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Council may consider a resolution to adopt the supplemental budgets as advertised.

Council adopted Supplemental Budgets at the August 20, 2018 meeting to provide additional funds in the Astoria Road District Fund # 170 and Promote Astoria Fund # 410 budgets providing for additional contributions from the City for the final bid costs associated with the Waterfront Bridges Project. Public Works engineering previously provided updates regarding the project and the necessary adjustments based on discussions with Oregon Department of Transportation. As of August 20, 2018, the final amount the City would be required to contribute was unknown and the details of an additional loan from IFA were pending. This amount is now available, and the supplemental budget provided accounts for additional loan proceeds, amounts to be contributed to the project and the interest payment due on IFA loan balance in the current fiscal year.

Astoria Development Commission will consider a request to provide a loan to City of Astoria Maritime Memorial Fund # 148 in order to facilitate the completion of the Maritime Memorial expansion project. The funds requested are for excavation, landscaping repair and construction contingency which may be required. A

supplemental budget is provided which recognizes the loan proceeds and provides additional appropriations in Capital Outlay within the Maritime Memorial Fund.

It is recommended that City Council conduct a public hearing and approve the supplemental budgets as presented in the attached resolution.

Mayor Jones opened the public hearing at 8:05 pm and called for public comments on the supplemental budgets. Seeing none, he closed the public hearing at 8:05 pm.

City Council Action: Motion made by Councilor Rocka, seconded by Councilor Brownson, to adopt the supplemental budget resolution for the Waterfront Bridges Project Fund #190 and the Maritime Memorial Fund #148, as presented. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

Item 7(b): Second Reading and Adoption: Vacation of a Portion of the Right of Way on 26th Street Northwest of Harrison Abutting Adjacent Undeveloped Lots

The City received a request from John Wood, on behalf of Adella Wood, to vacate a 60 X 150 foot portion of the 26th Street unimproved right-of-way abutting two parcels of Ms. Woods property (Tax Lots 80909CC02301 and 80909CC04101) located on Harrison Avenue. Ms. Wood would like to combine the two lots in order to construct a residential structure on the property.

The applicant has paid the \$869.82 calculated by staff (10% of \$8,698.24 real land value). At their meeting of January 22, 2019 City Council conducted a public hearing and the first reading of the ordinance of vacation.

It is recommended that the Astoria City Council conduct the second reading, and adopt the ordinance to vacate a 60 by 150, portion of the 26th Street right-of-way adjacent to Tax Lots 80909CC02301 and 80909CC04101.

Councilor Rocka said he voted against this at the last meeting for two reasons. Some of the neighbors had concerns about the stability of the soil and water if something was developed on the property. Anyone in Astoria can cut down any tree they want to, so the area could be logged. He was concerned about global warming and carbon sequestration, so he did not want to see the logging occur. However, the concerns were not evidence of what was happening.

Councilor West stated she voted in favor of the request but had some of the same concerns. She asked if there was a proposal to build a structure on the lots. City Manager Estes stated the intent was to combine the lots so a structure could be built, but no application for development had been submitted yet. City Council is simply considering whether to vacate the right-of-way.

Director Brooks conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Herman, to adopt the ordinance to vacate a 60' by 150, portion of the 26th Street right-of-way adjacent to Tax Lots 80909CC02301 and 80909CC04101. Motion carried 4 to 1. Ayes: Councilors Brownson, Herman, West, and Mayor Jones; Nays: Councilor Rocka.

Item 7(c): Authorize ODOT Local Agency Agreement Amendment for the Waterfront Bridges Replacement Project

In April 2018, the City entered into a Local Agency Agreement with the Oregon Department of Transportation (ODOT) for the construction phase of the Waterfront Bridges Replacement Project. This original Agreement was for a total estimated project cost for the construction phase of \$9,508,000, which includes construction, inspection and construction management services. The City's portion of these original project cost is 10.27 percent or \$976,471.60 with the remaining \$8,531,528.40 being an ODOT grant.

The attached Local Agency Agreement Amendment memorializes the verbal agreement by the City to provide additional funding for the project. Total estimated construction cost is now estimated at \$12,036,903.88 with

\$10,653,537.57 being covered by the ODOT grant. The City cost has increased by the required 10.27 percent match (\$217,930.43) plus an additional \$134,121.26. Also included in the Amendment is the cost of \$29,900 for cost not eligible for federal funding to replace the existing 12-ft sidewalk on 11th Street (as described above and previously budgeted in the Infrastructure Finance Authority (IFA) loan). As a result, the total additional cost described in the Amendment is \$381,951.69 bringing the City's estimated total construction phase cost to \$1,690,466.

In August 2018, City Council concurred with a funding strategy to pay for increased project costs that consists of using \$100,000 from the Astoria Road District Fund contingency, \$120,000 from the Promote Astoria Fund contingency and increasing the IFA loan for the remaining up to \$220,000. Based on the final numbers from ODOT, the IFA loan will actually be increased by \$132,052.

It is recommended that City Council approve the Local Agency Agreement Amendment with ODOT for the Waterfront Bridges Replacement Project.

Assistant City Engineer Moore provided an update on the status of the Waterfront Bridge Project and said the contractor must have the project complete by Memorial Day weekend. There were delays associated with moving the crane and ODOT paperwork, but no changes have been made to the schedule. She reminded that ODOT was managing the construction and the inspections on the City's behalf.

Councilor Brownson said the in-water work had to be done on schedule. He asked if Staff believed that work would be done on time. Engineer Moore stated the in-water work deadline was critical to the project. An extension could be requested, but the contractor is working on meeting the February 28th deadline.

Councilor Herman asked if the project would be complete by Memorial Day. Engineer Moore said there were no extension requests, but the team does have some legitimate justifications for requesting an extension. Contractors are monetarily penalized if deadlines are missed.

Councilor Rocka said if delays were unavoidable, the community could help by visiting the businesses that were being affected. At first, the area seemed like a ghost town, but business seems to have improved. Engineer Moore said Staff expected the amendment to the IGA when the project was bid because the bids came in high. The City worked with ODOT to arrange for a match by the City as a good faith effort. ODOT also had to commit to additional funding and awarded the project without the amendment in place, which is not something ODOT typically does. Otherwise, the project would have been delayed an entire year because of the in-water work deadlines, which would have been costly. Since August, when ODOT fronted the money for the City and awarded the project, they have been working on this amendment.

City Manager Estes noted that the memorandum was meant to inform the new Councilors about the history of the project. If this project was not able to happen during this fiscal year, the City would have had to complete \$200,000 in temporary improvements to the bridges to stabilize them until they could be replaced.

Councilor Brownson said he appreciated how hard the Public Works Department worked to establish good relationships with other agencies.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka to approve the Local Agency Agreement Amendment with ODOT for the Waterfront Bridges Replacement Project. Motion carried unanimously. Ayes: Councilors Brownson, Herman, Rocka, West, and Mayor Jones; Nays: None.

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

Pamela Matsen McDonald, 22 Nimitz, Astoria, encouraged the City to install charging units in parking lots. She was at the Tesla parking in Seaside last weekend and got the last available spot. Every time she tries to charge while downtown the charging station is already full. There are 1.5 million electric vehicles in the country and 3.5 million in the world. This year, a dozen new affordable electric vehicles will come online and in 2020 another dozen will come online. The City could make a lot of good revenue from charging stations.

Megan Hodges, 396 38th Street, Astoria, said she wanted guidance from Mayor Jones and Chief Spalding. She lives two doors from the Goonies house and she was out of state when Chief Spalding sent letters out asking for

feedback. In her area, the problems are varied. Scary people walk up her private road while she is in her pajamas outside walking her dog. She has one, maybe two, parking spots. Most of the people who are a nuisance to her are those who just idle. So, the increase in the fine of \$100 is not really effective. People just idle and she feels stupid calling the police. She wants people to move when she is trying to get home. This happens every day from May to November. She was originally from Orange County where parking is so impacted that it is permit parking. When her sister had a graduation party, she went to the police department to get a one-day parking pass. If she hosted a dinner party, it would be a sad dinner party with one guest. She did not know what the solution was. The fumes and exhaust from the idlers just sitting and pulling in and out of driveways is an issue. She has friends who live around the corner and do not have a place for guests to park. The residents are being penalized for the myriad of people who come up to gawk, walk, and damage the private road that the residents maintain. She understood temporary passes would be a lot of paperwork and red tape, but she wanted the City to require people to show identification to get paper passes for the day.

Chief Spalding confirmed the neighborhood meeting held at Alderbrook Hall was about four months ago and new signs had already been installed. He had not heard any complaints but did not expect much since it was the off season; however, the Police Department was prepared for the warm season.

Mayor Jones added that the Chamber of Commerce stopped advertising the Goonies house a long time ago and they have been very supportive. There are a couple of websites the City has not been able to get rid of.

Ms. Hodges said when people come up, they know the police response time is 20 minutes because it is a low priority. People know they have time to take pictures. Duane Street is very narrow and she cannot get home. People try to wave her around but they do not realize where she is going. If she called the police, the people would be gone. She did not expect a police officer to be posted on the road.

Miles Rudduck 449 N. Main Avenue, Warrenton, said Drag Queen Story Hour is on Saturday, February 9th at 10:30 am. The event is about diversity, welcoming people into the community, and making children feel safe. However, he had a problem with the photograph of a naked man standing in the shower saying to a little boy, "Shout out to Mazy." He had a copy of the photograph with him. This photo is published on the Drag Queen Story Hour webpage. He had already spoken to Chief Spalding and Director Pearson about this. Another photograph on the internet that upset him was of *Desmond is Amazing*, a book about a 10-year old boy dancing on stage for money at an adult gay bar in New York. Both of these photos could be accessed by clicking from the Astoria Library website. He did not care how the children were dressed, but he believed it was inappropriate to promote 10-year old children stripping. We need to protect our children.

Ed Bussey [1:32:44], Warrenton, said he had checked out the websites Mr. Rudduck mentioned and he had concerns as well. The websites are exactly as Mr. Rudduck says and it is shocking that the community would be linked to something like that. He had a problem with any adult male in a gown with a hood that had eye holes cut in it talking to little children. He was also concerned about an adult male dressed as a female. A lot of people in the community are concerned about this and many people were shocked to find out this event was held last year. It is concerning to see that the library is promoting the grooming and recruiting, which is mentioned on the website.

Commissioner Herman said she supported the program. No illegal activity was going on and if any illegal activity were to occur the program would be shut down immediately. The external websites are not affiliated with the City of Astoria or the Library Department. The Drag Queen Story Hour is a national program and she did not see anything objectionable or offensive on the website. She has known the drag queen in question for about 30 years and he is a wonderful man. She would trust him with her life. This is a great country with First Amendment rights. Libraries have always been on the front line of defending the First Amendment. The Drag Queen Story Hour will take place in the Flag Room, which has a door. If parents bring their children and do not want their children exposed to the story hour, they will not be. There is freedom of choice. This is not about breaking laws or violating children in horrible ways. She supported the program and believed it was good for everyone to be exposed to people who are different and who we might not understand so we can see that everyone is human.

Mayor Jones said he planned to attend the event on Saturday morning. The man who will be doing the reading is a very fine man. Mayor Jones has volunteered with him on several occasions in youth programs. Any children who attend will be there because their parents have chosen to bring them, probably because they heard last year was so enjoyable for the kids who attended. Anything that excites young people about reading is fine with him.

Councilor Brownson believed it was noteworthy that no one noticed the event last year. The event is not that big of a deal, it is just individuals expressing themselves as who they are and allowing people to understand that. Parents have a choice and do not have to attend. He completely trusted Director Pearson and his judgement. He is an honorable and honest person. He had no problems with the event. He thanked Director Pearson for allowing diversity to flourish in Astoria because Astoria is a very diverse town.

Councilor West thanked Councilor Herman for her comments and Director Pearson for his integrity through out the situation. It was difficult for her to hear some of the assumptions, particularly the comparison to a hooded Ku Klux Klan (KKK) member. She did not see that as related in any way. She did not believe any individual participating in the Drag Queen Story Hour was advocating a message of hate, which is prevalent throughout the KKK community. Nor was anything being hidden, as a white hood would indicate. If people are interested or supportive, they can attend and take their children if they believe their children will benefit. Otherwise, people do not have to attend. She thanked those spoke in opposition for their bravery to come forward.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:39 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall

January 8, 2019

CALL TO ORDER:

President Fitzpatrick called the meeting to order at 6:30 pm.

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Vice President Daryl Moore, Pat Corcoran, Brookley Henri and Cindy Price

Commissioners Excused: Jennifer Cameron-Lattek and Chris Womack

Staff Present: City Manager Brett Estes, City Planner Nancy Ferber, Contract Planner Rosemary Johnson, Contract Planner Matt Hastie of Angelo Planning Group and City Historian John Goodenberger. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

ELECTION OF OFFICERS:

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the APC needs to elect officers for 2019. The 2018 officers were: President Kent Easom, Vice President Sean Fitzpatrick and Secretary Tiffany Taylor.

Commissioner Henri moved that the Astoria Planning Commission elect Sean Fitzpatrick as President, Daryl Moore as Vice President, and Tiffany Taylor as Secretary for 2019; seconded by Commissioner Price. Motion passed unanimously.

APPROVAL OF MINUTES:

President Fitzpatrick called for approval of the December 11, 2018 minutes.

Commissioner Henri requested the following change for clarity:

- Page 3, Paragraph 10 – “Commissioner Henri confirmed **with Staff** that land dedicated for public use and street trees could be maintained by a homeowner’s association.”

President Fitzpatrick noted the following correction:

- Page 3, First Sentence – “Commissioner Herman said he **she** was concerned that no turn lanes would be built...”

Commissioner Moore moved that the Astoria Planning Commission approve the minutes of the December 11, 2018 meeting as corrected; seconded by Commissioner Henri. Motion passed 3 to 0 to 2. Commissioners Price and Corcoran abstained.

PUBLIC HEARINGS:

President Fitzpatrick 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.

ITEM 4(a):

CU18-10 Conditional Use CU18-10 by James Neikes to locate automotive sales in an existing parking lot at 609 Bond Street (Map T8N R9W Section 8CB, Tax Lot 4400 and 4480; lot 2, McClures) in the C-3 General Commercial Zone. Continued from November 27, 2018.
UPDATE: The applicant has verbally informed Staff he is withdrawing this application. We expect to receive written notice by January 8, 2019.

Planner Ferber stated the Applicant formally withdrew the application after the public notice had gone out regarding the hearing.

WORK SESSION:

City Manager Estes provided background information on the work done to date on the Urban Core Area of the Riverfront Vision Plan. He noted this work session would focus on exterior design elements. At the next Planning Commission meeting on January 29, 2019, all of the code amendments discussed to date will be reviewed.

Item 6(a): John Goodenberger: Historic Design in Downtown Astoria/Urban Core Area

John Goodenberger, City Historian, introduced himself and described his role on City Staff. He gave a PowerPoint presentation on the history of Astoria's waterfront, the historic context of the Urban Core area, historic buildings on the waterfront, architectural designs and styles, and overall preservation philosophy.

Commissioner Price asked if the preservation philosophy was included in the two previous work sessions on the Urban Core. City Historian Goodenberger explained that the intent was to provide flexibility and the working waterfront could encompass all aspects of the preservation philosophy.

Commissioner Corcoran asked for direction on how new development could replicate historic buildings. City Historian Goodenberger said things could be subtle and should seem natural. Contrasts should not be shocking. When reviewing applications, Commissioners should consider whether the forms and details come together in a way that makes sense.

Commissioner Moore said Astoria changes regularly and the waterfront has changed many times throughout the years. The history needs to be preserved, but the question was to decide which history to preserve. Planner Johnson explained that none of the other areas of the Riverfront Vision Plan had historic districts. The Urban Core is a National Register Historic District, so projects will have to be reviewed by the Planning Commission and Historic Landmarks Commission. The design review for the riverfront must overlap with the historic review.

City Manager Estes asked the Commissioners to consider the information provided in the presentation when deciding what is appropriate for the Urban Core.

Item 6(b): Riverfront Vision: Urban Core – Draft Urban Core Code Amendments #1C (Task 3)

Matt Hastie, Angelo Planning Group, briefly reviewed previous work sessions on Code amendments for the Urban Core area. He presented via PowerPoint the recommended Code amendments pertaining to design guidelines, design standards, setbacks, and landscaping, which were included in the Staff report. During the presentation, Staff posed questions and Commissioners discussed the proposed amendments and provided feedback with the following key comments:

- Is the proposed language related to façade variation and building massing appropriate? And, should additional guidelines and standards be added to address building orientation, distinctive façade features, storefront designs, or parking location?
 - Commissioners Price, Henri, and Fitzpatrick agreed the proposed language was appropriate and that additional guidelines and standards should be added to the Code.
 - Commissioner Moore was concerned about how these guidelines and standards might be applied to historic structures that are not buildings, such as the boiler out in the water.
 - Staff advised the standards would apply to development, which extended beyond just a building per se. Comparing new construction to historic structures has been problematic in the past. The word building could be retained to specifically mean new development must be compatible with a building, or change the word building to structure so new developments have to be compatible with anything historic. However, the intent of the proposed language was to ensure new developments are compatible with the two to three block area that can be seen from a project site rather than being compatible with just one adjacent structure.
- Commissioner Price believed certain standards and guidelines should apply to the north side of buildings located on the north side of the trolley tracks, given the boat traffic that will have a view of Astoria from the river.

President Fitzpatrick called for a recess at 7:45 pm. The work session reconvened at 7:50 pm.

Staff continued with the presentation and answered clarifying questions about existing and proposed Code language. Commissioners discussed and responded to Staff's request for feedback as follows:

- Should exceptions to upper floor window coverage standards be permitted to accommodate elevator shafts?
 - After some discussion about architectural features that could prevent blank, flat facades, Commissioners Henri, Moore, Corcoran, and Price agreed exceptions should be allowed, as long as a building's features were aesthetically appropriate and consistent.
- Are any of the Civic Greenway Overlay standards for roof form, doors, windows, siding, and wall treatments, awnings, lighting, and signs appropriate for the Urban Core area?
 - President Fitzpatrick recommended more precise language, like numerical standards, for awning sizes and colors used on accent trim.
 - Commissioner Henri recommended that wall washing light should not be directed into the night sky.
- Is anything missing from the proposed Code amendments that should be addressed in the design standards and guidelines?
 - Commissioners Price and Henri wanted bright white lights on signs to be prohibited. Staff described several ways that such lighting was discouraged in other areas of the city and suggested the Code require light fixtures be recessed in cans. It would be difficult for the City to control lumens, but lower wattages could be required. Commissioners and Staff briefly discussed backlit signs and neon signs. Staff confirmed they would revise the proposed Code language for lighting in the Urban Core area according to the Commission's feedback.
- Commissioners confirmed for Staff that the proposed setbacks for the east/west rights-of-way were appropriate.
- Are the proposed landscape standards appropriate? Are there any landscape standards that should be added?
 - Staff explained that in some areas, the Riverwalk is over the water and the bank is on the south side. Therefore, the Code language would be clarified to indicate that landscaping requirements would apply to properties abutting the river even if they are not on the river side of the trail.
 - Commissioner Price suggested adding the definition of encourage. She also wanted to require permeable paving and stormwater techniques. Staff confirmed they would do research on regulatory requirements for stormwater techniques.
 - Commissioners Price and Henri debated on street tree requirements. Larger trees would block views, but only from the ground level where views would already be impacted by buildings. Additionally, only a few varieties of columnar trees would grow to 15 feet wide. Staff confirmed that the City had a list of preferred trees in the Code and the height limit could be reduced.

Staff reviewed next steps and confirmed the proposed Code language would be revised according to the Commission's direction.

President Fitzpatrick called for public comments.

Elizabeth Menetrey, 3849 Grand Avenue, Astoria, noted that balconies were related to how buildings look.

Mr. Hastie confirmed balconies had been discussed in a previous work session and the Commission's direction was to allow balconies that did not project into the step back area or obstruct the view.

Ms. Menetrey suggested the Commission amend Development Code Section 3.075 Exception to Building Height Limitations. She believed allowing exceptions when there are step backs was ridiculous. Total building height should be 35 feet without exceptions.

Sarah Lu Heath, Executive Director of the Astoria Downtown Historic District Association (ADHDA), said about half of the historic district falls within the Urban Core area. Eleven years ago, ADHDA did not want to see competing business types or use types along the river trail. The ADHDA does not currently feel that the river trail and downtown core are separate places. It is one district and the two areas complement each other. The opinion of 11 years ago has changed because it is no longer relevant.

Will Johnson, 509 Kensington Avenue, Astoria, appreciated the discussion of the view from the river, which is important to him because he works on the river every day. He did not want trees along the north/south streets. This is called a vision plan and the community wants the ability to see things. He liked shrubs. He also believed 35 feet was plenty high for buildings. He asked the Commission to represent the residents, not the tourists. He also asked Commissioners to make common sense decisions.

REPORTS OF OFFICERS/COMMISSIONERS:

President Fitzpatrick thanked the Commissioners for re-electing him as President.

STAFF UPDATES/STATUS REPORTS:

Meeting Schedule

- January 10, 2019 – Land Use Training at 6:00 pm
- January 29, 2019 – APC/TSAC Meeting at 6:30 pm

PUBLIC COMMENTS:

Will Johnson, 509 Kensington Avenue, Astoria, stated Astoria's parking issues were crazy. The newspaper just published an article about leasing parking. He wanted to know what could be done before more development occurs and increases the demand for parking. The City should take care of what it currently has.

City Manager Estes suggested Mr. Johnson speak with Ms. Heath about the ADHDA's parking study.

ADJOURNMENT:

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

APPROVED:

at the 2/5/2019 APC meeting with no changes



Community Development Director

DESIGN REVIEW COMMITTEE

Astoria City Hall

January 3, 2019

CALL TO ORDER:

President Rickenbach called the meeting to order at 5:30 p.m.

ROLL CALL – ITEM 2:

Commissioners Present: President Jared Rickenbach via telephone, Hilarie Phelps, and Sarah Jane Bardy.

Commissioners Excused: Vice President LJ Gunderson, Leanne Hensley

Staff Present: Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES – ITEM 3:

President Rickenbach called for approval of the minutes of the November 1, 2018 meetings.

Commissioner [Bardy](#) moved to approve the November 1, 2018 minutes as presented; seconded by Commissioner [Phelps](#). Motion passed unanimously.

PUBLIC HEARINGS:

President Rickenbach explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were available from Staff.

ITEM 4(a):

DR18-02 Design Review Request DR18-02 by Thomas Buckingham to construct a two-story, 3,908 square foot single family residence at 2880 Mill Pond Lane (Map T8N R9W Section 9CB WM, Mill Pond Village #3) within the Gateway Area in the AH-MP, Attached Housing-Mill Pond Zone and within the Gateway/Civil Greenway Overlay Zone.

President Rickenbach announced the Applicant had requested that the public hearing be continued to a future date to March 7, 2019. He confirmed with Staff that no one in the audience wished to testify on the application.

Commissioner Bardy moved to continue Design Review DR18-02 by Thomas Buckingham to March 7, 2019 at 5:30 pm date and time certain; seconded by Commissioner Phelps. Motion passed unanimously. Ayes: President Rickenbach, Commissioners Phelps and Bardy. Nays: None.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5: There were none.

STAFF UPDATES/STATUS REPORTS – ITEM 6:

Item 6(a): Land Use Training: Thursday, Jan. 10, 2019 @ 6:00pm/City Hall Council Chambers

Item 6(b): Save the date: next meeting scheduled for Thursday, Feb. 7, 2019 @ 5:30 pm

Nancy Ferber reviewed the upcoming meetings, noting the certainty of a meeting also in March.

PUBLIC COMMENTS (Non-Agenda Items) – ITEM 7

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:35 p.m.

APPROVED:

Community Development Director

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

January 15, 2019

CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:10 pm.

ROLL CALL – ITEM 2:

Commissioners Present: Jack Osterberg, Paul Caruana, Mac Burns, Ian Sisson, Katie Rathmell, and Victoria Sage.

Commissioners Excused: Michelle Dieffenbach

Staff Present: City Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

Commissioner Rathmell moved to elect Commissioner Burns as President Pro Tem for this meeting; seconded by Commissioner Osterberg. Motion passed unanimously.

New Commissioners Sisson and Sage introduced themselves.

The Commission proceeded to Item 4: Approval of Minutes at this time.

ELECTION OF OFFICERS – ITEM 3:

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the HLC needs to elect officers for 2019. The 2018 officers were President LJ Gunderson, Vice President Michelle Dieffenbach, and Secretary Tiffany Taylor.

This Item was addressed immediately following Item 4: Approval of Minutes.

The Commission agreed to continue this item to February 19, 2019, as one member of the Commission was not present.

The Commission continued to Item 5: Public Hearings at this time.

APPROVAL OF MINUTES – ITEM 4:

This Item was addressed after Item 2: Roll Call and introduction of new Councilors. President Pro Tem Burns asked if there were any changes to the minutes of December 18, 2018. There was none.

Commissioner Osterberg moved to approve the minutes of the December 18, 2018 meeting as presented; seconded by Commissioner Rathmell. Motion passed unanimously.

The Commission returned to Item 3: Election of Officers at this time.

PUBLIC HEARINGS:

President Pro Tem Burns explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

ITEM 5(a):

NC18-05 New Construction request (NC18-05) by Peter and Elisabeth Crockett to construct a single family dwelling adjacent to historic structures at 752 33rd Street (Map T8N R9W Section 9Ca,

Historic Landmarks Commission

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Tax Lot 5300; Lot 20 & 21, Block 41, Mary Leineweber Subdivision; in the R-2 Zone (Medium Density Residential). Continued from the December 18, 2018 meeting.

This Item was addressed immediately following Item 3: Election of Officers.

President Pro Tem Burns asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Pro Tem Burns asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

President Pro Tem Burns declared that he drove by the property.

President Pro Tem Burns requested a presentation of the Staff report.

Planner Ferber presented the Staff report, noting the changes made to the proposal since the last hearing, which were based on the feedback provided by the HLC at the December 18, 2018 meeting. She recommended approval with conditions. No correspondence has been received.

Commissioner Caruana asked if the corner boards, fascia, and barge boards were to scale. Planner Ferber stated the Applicant could provide details on the specific barge board detailing. All of the information provided to Staff by the Applicant had been included in the Staff report.

President Pro Tem Burns opened public testimony for the hearing and asked for the Applicant's presentation.

Peter Crockett, P.O. Box 817, Carlton, OR presented a model at the dais. He explained that the biggest difference between this model and the one presented in November was the loss of the second story, which was a stylistic decision and due to concerns from immediate neighbors that the structure would be too tall. The new house will not block views, so the neighbors are much happier. The footprint of the house got larger. The house is loosely based on a Northwest regional style, so the slopes are low and the eaves are large. He confirmed that the Commission had received a copy of the application and said the drawings in the report were to scale. There will be no corner boards, as shown in the rendering. The lap siding will be Aspyre by James Hardie, which is made of the same material as Hardie plank siding, but twice as thick. This results in a more normal shadow line. It will have a smooth finish and a seven-inch reveal. The rendering shows that the center mass will be made of wood clad in a material called Rift, which is made of natural spruce that has been pressure cooked for 72 hours at 500 degrees. The material will last 25 years without any treatment. The flat dark grey material shown in the rendering will be a James Hardie product called Reveal, which is a flat four-foot by eight-foot sheet of fiber cement that is attached with screws. Page 23 of the application includes a detailed section drawing of the window surrounds showing how they will be attached to the house wall. The application also includes a photograph of the surround, which would not have a casing. The surround itself will frame the window and protrude from the plane of the siding by about a half inch. A one-inch by 2 ½-inch board on edge will surround the windows about a half inch in front of the siding, depending on how the face of the building is measured. So, there will be a more normal shadow box around the traditional style windows. Surface mounted vinyl windows create a big flat plane on the whole house. He specified a vinyl window, but it would be set back from the face by two inches. The translucent fiberglass panels look white on the upper right-hand drawing and will be used for passive solar heat gain on the south side of the house.

Commissioner Rathmell asked which windows were Milgard.

Mr. Crockett said all of the windows were Milgard, even the large windows, the two small vinyl sliders on the east facade, the two medium sized double sliders, the two windows in the basement wall, and the small egress window for the bedroom.

Commissioner Rathmell confirmed with the Applicant that all the glass would be clear, other than the bathroom. She also confirmed that all of the windows would have the same treatment, except for the tiny round windows next to the front door.

Mr. Crockett added the round windows by the front door would have a round frame and a two-inch wide disc with a hole cut in the center for the glass.

Commissioner Osterberg asked if the Applicant agreed to meet the recommended conditions of approval.

Mr. Crockett stated he believed the new design met the conditions. He did not like windows that are mounted on the surface of a building, but he understood the way those window products were designed. In terms of flashing, it makes a lot of sense to put those windows on the surface. He believed he met the two-inch standard. The historic house next door from 1958 has windows that are set back from the surface and the big picture windows are dead flat with surface with no set back at all. Generations of renovations to that house have mixed things up.

Commissioner Caruana said in some drawings the deck rail looked tall and in other drawings it looked about 18 inches tall.

Mr. Crockett confirmed that the photos in the submittal showed shorter deck rails. He believed the steel railing at the top made some of the photos look bigger than what he intended. So, he cut the railings down on the model. The rail will have an additional 12 inches of double bar steel rail.

Commissioner Caruana said the barge boards on this house are really large, which looks fitting, but they are at least 12 inches. If a person put 2X6s or 2X8s on, that would totally transform the house into something that looked much less appealing. In scale, the railing looks a lot better, but the images of the walls going around throw the scale of the house off quite a bit. The rails are shown in two or three different ways in the drawings.

Mr. Crockett said the details in the upper and lower left drawings show the true railings.

Commissioner Caruana said he was not sure where the floor level was, but the railings still were not high enough.

Mr. Crockett stated there would be a nine-inch apron so that the wall around the deck would hang below the floor of the deck, which would hide the framework.

Commissioner Caruana asked how the corners of the siding would come together.

Mr. Crockett said the siding would be mitered at the corners and glued with Gorilla Glue. The boards are 12-foot tongue and groove at the ends because they are so thick. No expansion gap or caulking is necessary.

Commissioner Caruana said he read that there was a 1 ¼-inch recess and all of the nailing happens blindly one inch from the top so none of the fasteners can be seen. He confirmed with the Applicant that the trim around the windows would measure a full inch wide. He said if the flashing around the windows is stainless and the trim is black, it will look funny because the flashing covers a portion of the trim. It might look like one-inch trim on the sides, but 3/8-inch trim on the top.

Mr. Crockett confirmed that any flashing he used would be painted or coated to match the color of the surround.

Commissioner Caruana added that because the sills are two inches deep, the bottom sill should be tipped 10 or 12 degrees.

Mr. Crockett stated he would tip the bottom sill just enough to shed water.

Commissioner Caruana confirmed with the Applicant that there would be no pork chops, and the eaves and barges would follow the same plane.

Mr. Crockett added that the soffits would be closed and vented.

Commissioner Caruana said color does not usually weigh in, but since the windows will be vinyl, color is a factor. He asked if the color would be dark as shown.

Mr. Crockett said his two choices are what Milgard calls clay, a light grey, or bronze, which is what he prefers if it fits into his budget.

Commissioner Caruana stated the HLC does not review color, but colors like shiny white vinyl makes a difference when people are voting. So, color could matter.

Mr. Crockett said white was not a choice.

President Pro Tem Burns said the official question was, "What was the material?"

Commissioner Caruana believed if a material was debatable, the color could be the deciding factor.

President Pro Tem Burns called for any presentations by persons in favor of, impartial to or against the application. Seeing none, he called for closing remarks of Staff.

Planner Ferber clarified that Staff recommended amending the conditions of approval by deleting 1(a) and 1(b) and say, "windows shall be inset two inches except for the round decorative windows. All glass shall be clear and not tinted. Flashing details shall be painted to match."

Commissioner Caruana said the window were so big he would prefer an inch and a half on the trim.

President Pro Tem Burns closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Rathmell said she was inclined to approve the request. The Applicant made some nice changes.

Commissioner Caruana believed that when voting to approve the request, a Commissioner would have to mention the drawing that had more detail so that the HLC knows the maximum height of the wall. The Applicant said one foot at the top of the wall would be open railing, so the HLC might want to point to that because there are a couple of examples where it's shown differently. He liked the carport and styling, which remind him of some of the homes built on the south slope in the 1960s.

Commissioner Sage agreed that the request should be approved. She believed the Applicant did a nice job making the house discrete and sympathetic to the historic style.

Commissioner Osterberg believed the application met the criteria as outlined in the Staff report. While the house is essentially modern, it has certain features that make it compatible with its surroundings. The two houses that triggered this review have modern design elements, which help the continuity level between the houses.

President Pro Tem Burns said he thought the house was funky and cool. The request meets the criteria so he could wholeheartedly support it.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC18-05 by Peter and Elisabeth Crockett, with the following additions and exceptions:

- Modify Condition 1(a) to state, "Clear glass will be used with the exception of the reed glass in the bathroom and the solar panels on the south."
- Modify Condition 1(b) to state, "The windows will have a two-inch depth from the surface of the siding, except for the small round windows."
- A portion of the deck rails will be above 24 inches from the deck surface, will be open rail, and not closed wall, as shown in some of the images provided by the Applicant.

Seconded by Commissioner Rathmell. Motion passed unanimously.

President Pro Tem Burns read the rules of appeal into the record.

REPORTS OF OFFICERS – ITEM 5:

President Pro Tem Burns said he enjoyed the joint training session on land use held the previous week. He appreciated that the Community Development Department was understaffed and the Commission appreciates Planner Ferber's hard work.

STAFF UPDATES – ITEM 6:

Save the Date: Next HLC meeting is scheduled for Tuesday, Feb. 19, 2019

PUBLIC COMMENTS – ITEM 7:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:54 p.m.

APPROVED:

Community Development Director

DRAFT

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
January 29, 2019

CALL TO ORDER:

President Fitzpatrick called the meeting to order at 6:44 pm.

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Vice President Daryl Moore, Jennifer Cameron-Lattek, Patrick Corcoran, Cindy Price, Chris Womack, and Brookley Henri.

Commissioners Excused: None.

Staff Present: City Manager Brett Estes, City Planner Nancy Ferber, Special Projects Planner Rosemary Johnson, City Engineer Nathan Crater, and Consultant Matt Hastie. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Fitzpatrick called for approval of the December 27, 2018 minutes.

Commissioner Henri moved that the Astoria Planning Commission approve the minutes of the December 27, 2018 meeting as presented; seconded by Vice President Moore. Motion passed 4 to 0 to 3, with Commissioners Price, Corcoran, and Womack abstaining.

PUBLIC HEARINGS:

President Fitzpatrick 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.

ITEM 4(a):

CU18-07 Conditional Use Request (CU18-07) by LAD Holdings LLC and Adrift Properties LLC to locate a maximum 40 room hotel and restaurant with parking on an adjacent lot in existing buildings at 1 9th Street (Map T8N R9W Section 8CB, Tax Lots 500 & 600; footing of Blocks 8 & 55, McClure) in the A-2 Zone (Aquatic Two Development) and the S-2A Zone (Tourist Oriented Shorelands).

President Fitzpatrick asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. There were none. President Fitzpatrick asked Staff to present the Staff report.

Planner Johnson presented the written Staff report and recommended approval with conditions.

Commissioner Cameron-Lattek asked why the City did not consider parking for employees. Planner Johnson explained that when the parking codes were written, the anticipated impacts of a use considered visitors and employees, the availability of on-street parking, the availability of bus service, and bicycle and pedestrian traffic to the site. Currently, Smart Growth development processes encourage cities to reduce parking requirements and to encourage people to bicycle, walk, or take public transportation. Downtown Astoria has been built out to its limit, so there is no available parking. City Manager Estes added that parking ratios developed for the City are based on industry standards. Parking standards based on a per room basis do factor in employees. The new trend is to allocate curb space for things like ride sharing. Some jurisdictions have capped the number of parking spaces.

Commissioner Corcoran confirmed with Staff that flood and tsunami inundation zoning was not reviewable criteria. Staff would determine which Codes apply at the time of the building permit application.

Commissioner Price asked who owned what on the Riverwalk and what Riverwalk improvements would be required as part of this permit. Engineer Crater said the City owns the Riverwalk, the river trail area, and some improvements outside of that, but inside the railroad right-of-way. This specific section would require surfacing upgrades for pedestrian safety because the planks are deteriorated. Every year, the City embarks on a trestle maintenance program that focuses on the substructure, which includes some decking improvements. However, the improvements made to that area by Astoria Holdings did not last long.

Commissioner Price said she believed landscaping requirements would be flexible. Planner Johnson said the only requirement would be in the parking area on Astor. Potted plants can be used on the waterside, but the parking area needs to have a buffer from the pedestrian area along the sidewalk. The Code allows for up to 50 percent of non-vegetative landscaping.

Commissioner Henri asked if there were requirements for the valet parking to be running during certain hours and for a required number of valet staff. Planner Johnson noted that Staff has recommended a condition of approval that valet parking should be available when there are guests.

Commissioner Womack asked if the City had ever considered a conditional use permit for valet parking. Planner Johnson explained that there had been one request, but the valet parking was not a condition of approval. The Elliott Hotel had offered to do valet parking on Marine Drive across from the Columbian Theatre in a below grade parking lot. The hotel tried to offer valet parking as a service, but it was not required. In this case, the valet parking would be included with the guest room. Staff is recommending it as a condition of approval because of the location and compact parking lot.

Commissioner Womack asked how the valet parking would be enforced. Staff explained that enforcement by the City would be complaint driven. It would not be a violation for someone to park on the street. The three or four spaces allocated on 9th Street would be for short-term use when loading and unloading. These short-term spaces would be available to anyone, not just hotel guests.

Commissioner Henri asked for clarification about the location of the short-term spaces. Planner Johnson said the diagram used in the traffic impact study was created to demonstrate that those spaces could be accommodated. The City Engineer will review how the maneuvering of vehicles will occur to ensure safety. The proposed short-term loading spaces do not currently exist in the location shown.

President Fitzpatrick asked for more details about how the valet parking would work with the stacked parking. He also asked if 24-hour valet parking was a condition of approval. Planner Johnson recommended President Fitzpatrick ask the Applicants how they intended to manage their program. The condition in the Staff report requires valet parking 365 days a year.

President Fitzpatrick opened the public hearing and called for a presentation by the Applicant.

Luke Colvin, 86946 Youngs River Road, Astoria, said he was with Arbor Care, Buoy Beer, and LAD Holdings. He has been involved with businesses in the community for about 15 years. He had a long-standing track record of starting, running, and growing companies that provide good jobs and have a positive impact on the community. Since he got approval and moved forward with Buoy Beer, he has a six-year track record of taking on unusual and challenging buildings on the Astoria waterfront, repurposing, and preserving a historic building that was falling into the river. Just like Buoy Beer, there is not a lot of viable options to put a sustainable business in one of the buildings on the adjacent property. The number of people who would be visiting as guest or employees is quite limited for an operation like this. The fish processing plant that has been operating for many years had far more employees and daily visitors to this location. Most of the businesses in the downtown core are doing as much or more to address the parking concerns of this project. He provides more private parking solutions for this project than most businesses in the downtown core and all of the hotels in the downtown core. He tried to look at all the positives and negatives of the project and tried to work appropriately with Staff to address all the issues to the best of his ability and in a reasonable and sustainable manner.

Vice President Moore said he was concerned that parking would overflow into the Buoy Beer parking lot. Mr. Colvin clarified that he represented LAD and the original founder of Buoy Beer. There have been numerous conversations about overflow parking with surrounding businesses, but the issues have always been resolved. He did not believe there would be much concern about the impact of the hotel on Buoy Beer. He wanted to make sure the parking issues with this new project were addressed. He added that as CEO of Buoy Beer and one of the founding partners of the proposed project, communication had been pretty open.

President Fitzpatrick said the hotel would run 24 hours a day, seven days a week, but the restaurant would not. He asked how valet parking would work in the middle of the night. Mr. Colvin said a valet employee would be on call 24/7 when guests were present, and Adrift Properties would be implementing the valet parking.

Tiffany Turner, 1107 37th Street, Seaview, WA, said she and her kids were born in Astoria. She and her husband have four hotels on the coast, two restaurants, and a distillery. Adrift is a social purpose corporation in Washington, focused on the communities they live and work in. Adrift Properties would be part of the ownership entity, and Adrift Hotels would lease the building.

President Fitzpatrick asked what would happen when a guest needed to leave and their car had been stacked. Ms. Turner said staff would be available at all times to get a car from valet. The number of people on staff would depend on the occupancy of the hotel. She anticipated three people on staff in the middle of the night during the summer, one person at the desk, one working valet, and one maintenance person.

David Kroening 1168 14th Street, Astoria, said he was part of the LAD group and one of the property owners of the proposed project and Buoy Beer. He had spoken with many of the business owners in the vicinity. Buoy Beer already overflows their parking lot, especially in the summer, so, he was definitely concerned about parking near the businesses. As part of this plan, he wanted to maximize the use of the land. LAD would retain the property on the landside, which complicates future development of the building, but it is the only way forward knowing the parking needs of the area. He was also actively looking at other properties in the area to find parking space they can lease for Buoy Beer employees, hotel employees, or valet parking. There are several developments happening within two or three blocks of the area, so he understood there were concerns in the community, but this application is best for all of the businesses.

President Fitzpatrick called for any testimony in favor of the application.

Jason Palmberg, 1790 SE 3rd Street, Astoria, said he was in favor of the project, but had some concerns about parking. The project would be a great repurpose of a currently unused building and the Applicants have a history of being good people running good businesses. He and a few property owners met with Mr. Kroening and Mr. Colvin last week to discuss all the issues, primarily parking. The property owners met with Staff yesterday to ask questions. He said Paul Larson had a concern about two blocks and one side street with 24-hour on-street parking. A lot of downtown employees use those parking spots and some of the businesses open at 9:00 am or 10:00 am.

Paul Larson, 92967 Pearson Road, Astoria, stated that by 8:30 am on Friday, 40 of the 50 on-street parking spots were taken.

Mr. Palmberg said before many of the businesses were open, there were only 10 spots left for the employees who work downtown, and it is the middle of January, not summer when things are a lot busier. The City was making concessions for the Applicants parking downtown. If the request is approved, the parking will work today, but could create congestion in the future. He asked if the Planning Commission and Staff were going to make concessions for future developments. He did not want to be the last one at the table asking for concessions only to be denied because the previous concessions had caused a problem. He had been forced into situations like that in the past with other developments. The Downtown Association is completing a parking study and they may have a lot of answers to the questions being raised. Maybe the Planning Commission should look at that study before making a decision on this.

Commissioner Price asked which businesses were concerned about parking. Mr. Palmberg clarified it was property owners who were concerned. Paul Larson owned the building that Sahara Pizza and Video Horizons used to be in, and his father owned Lower Columbia Bowl Corporation, which is directly across the street from the proposed parking lot.

Paul Larson, 92967 Pearson Road, Astoria, stated he was in favor of the project. He has worked with Buoy Beer over the years and they are good neighbors. He owned the Video Horizon building, which is on the same block. He was very concerned about parking. He read the traffic study completed for this project and assumed it would pertain to local parking. There are 173 pages of traffic study, but there is no parking study. He believed that City Manager Estes had said a parking study was not mandatory. Over the last several days, he took it upon himself to observe what was going on during the morning. He went to the area at 7:30 am and people begin filing in by 8:15 am. By 8:30 am, approximately 40 of the 50 parking spots are taken by business people and employees who work in his building, Buoy Beer and Pier 11. Everyone crowds into the two city blocks that are left and the downtown parking is very congested. He stayed until 11:00 am and no one had pulled out of those 40 parking spaces. The remaining 10 parking spaces were available when several businesses were not yet open, like Sahara Pizza, the bowling alley, the Video Horizon building, and Buoy Beer. City Manager Estes had said parking was not mandatory because the request is for a conditional use but bringing in 40 units would be difficult. He owns the Purple Cow Toy Store building and the parking changed completely when the Commodore Hotel came in. People have to walk a little bit to get to the building. When someone comes to stay at a hotel, they will roll in at all hours and are there until check out time. If this proposed hotel is allowed, there will be a fair amount of stay overs as people come in to work. It is treacherous getting across Marine Drive and if there is no parking around 7th and 8th Streets, the business people will have no place to park. He wanted to see the hotel go in. The Applicants are nice and have supported his company. He disliked having to throw a curve in their project, but the parking is a real problem. The parking lot in front of the Columbia House Condominiums is an open parking lot, so that could be a possibility.

Debbie Lou Schmidt, 89919 [no street name stated] Warrenton, stated she owned Fog Bounders Antique Mall, which is in the area of the proposed hotel. The Applicants had not spoken to her. Her employees have to park on Astor and the hotel and restaurant would take their parking spots. She liked the idea of valet parking, but the hotel guests should be required to park there. Her husband would never use valet parking because he wants the ability to get his car when he wants to. She was in favor of the hotel because it would be good for her business, just as Buoy Beer has been good for her business. People come in to her store as they walk by it, but parking is a big issue.

President Fitzpatrick called for any testimony impartial to the application.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he was not impartial. He had some concerns but was in favor of the project. He encouraged the Planning Commission, the City, and any developer who comes to Astoria to consider adding electric charging stations to parking facilities because Astoria has a very limited number of stations to charge electric vehicles. Parking is a huge issue. He was a great fan of Buoy Beer until about a year ago when their parking lot shrunk and became an issue. He did not like dealing with the hassle of the traffic in that area and inadequate parking. He supported the idea of a hotel, especially since it is not a four-story monstrosity blocking views. It is using an existing building, which is the way the city should be going. Existing space should be used as is, but it takes inventive minds to figure out how to do that. He would never use valet parking and would park on the street. The Planning Commission needs to address parking on all projects. The city will become very unpleasant to be in if no one can park or drive anywhere.

President Fitzpatrick called for any testimony opposed to the application. Hearing none, he called for the Applicant's rebuttal.

Ms. Turner said there would definitely be an electric charger in the parking area, just as they have at their other properties. Her largest property has 82 rooms and a full-service restaurant and bar with almost 90 seats, and 82 parking spaces plus employee parking. Even when the hotel is at full occupancy, people are not always at the hotel. This was addressed in the Staff report. Guests often arrive between 5:00 pm and 9:00 pm and then leave between 7:00 am and 11:00 am the next morning, so it is rare to have all parking spots occupied even when the hotel is at full occupancy. It is not her intention to gouge people for more money with the valet parking. It was a creative solution to a big problem. The hotel would likely charge a typical parking fee as part of the room rate for the valet parking instead of charging an additional valet parking fee.

Commissioner Henri asked if there was a backup plan for inadequate parking. Ms. Turner stated there were not a lot of options, but she was looking at all viable options. If the City requires 43 parking spaces, there is a chance the project cannot be built. Currently, there are no long term leads available, so the one-year trial is

great. Purchasing a lot further away will take more time. She believed the solution was creative and adequately addressed an issue that may or may not be an issue. There is no backup plan. Guests need to park somewhere, so the hotel would try to provide the best possible experience for their guests by making sure they have parking. She believed 30 parking spots would be adequate for guests and staff.

Commissioner Henri asked if there was any way to reduce the number of rooms or add parking in the building. Ms. Turner said she had all of those conversations. The shed building will have bike parking and bike storage. She served on the Economic Development Council in Pacific County and there is a lot of talk about bike trails and encouraging cyclists to come through, so, she hoped there would be fewer cars. One big issue is safe storage for bikes. She could not reduce the number of rooms. A 40-room hotel is not huge. The project is about community and fun. The project has to make money, but that is not the sole purpose. Anything smaller than 40 rooms would be really hard to pencil out. If the Planning Commission required a 30-room hotel because there are only 30 parking spaces, the building would stay as is because that would not be financially viable.

Vice President Moore asked if the Applicants ever spoke with the City about leasing or purchasing the park on 9th and Astor for parking. Ms. Turner replied she had not. Mr. Colvin added he was told the park was a historic site.

President Fitzpatrick called for a recess at 7:55 pm. The meeting reconvened at 8:00 pm.

President Fitzpatrick called for closing remarks from Staff.

Planner Johnson stated that if an outright use went into this location, there would not be any off-street parking requirements. This conditional use would guarantee 30 off-street parking spaces. Additionally, the valet parking service would be required 365 days a year while this use was in operation. Land use planning considers the cumulative impacts of the proposed use. In this case, the use will provide parking where parking is not required. The off-street parking helps to mitigate the use. Each conditional use request is considered on its own merit. Staff has determined that this particular use should not be permitted if the Applicants are unable to provide parking.

President Fitzpatrick closed the public hearing at 8:02 pm and called for Commission discussion and deliberation.

Commissioner Henri said she was trying hard not to let her biases influence her decision because she was excited about the potential of the project and was passionate about urban infill. She was very tired of the parking discussion. She agreed with the findings in the Staff report. If this were an outright use, off-street parking would not be required. In all fairness, the Planning Commission needed to consider that almost every project that is reviewed by the Commission has some kind of parking issue. It would not be fair to set precedents and each project should be judged individually and fairly. She hesitated to prohibit this project from moving forward because of parking issues. The parking issue is a bigger problem that requires problem solving beyond just a project. She was in favor of the project.

Commissioner Corcoran said he supported the project, the people, and their ideas. The concerns are in the broader context of parking. The valet approach will involve a lot of hustle and hand trucking and in the context of difficult parking, he liked the initiative demonstrated by the Applicants. He was in favor of the application.

Vice President Moore stated he was not worried about parking. He appreciated the provisions in the conditions and the fact that the Applicants were willing to go to lengths to provide parking in an area that did not require parking. He does not experience parking problems when he is downtown, and he is curious to see what the parking study will produce. This project could potentially give up some overwater development that would be useable for water dependent uses. While there is no huge demand to bring water dependent industry and commerce to Astoria, there is a very limited and dwindling supply of overwater facilities for water dependent uses. Economic Goal 4 in the Comprehensive Plan is to continue to encourage water dependent industries to locate where there is deep water, adequate backup space, and adequate public facilities. The policy associated with that goal is to maintain areas of the city in order to provide sufficient land for water dependent and non-water dependent industries. He believed this application met the reviewable criteria but wanted to point out that Astoria was running low on water dependent facilities. The Planning Commission should keep that in mind moving forward.

Commissioner Price said she was not worried about parking and appreciated the work put into the project to find parking. The Applicants have operated with great respect for the community and run beautiful businesses. She agreed with the findings in the Staff report. Astoria still has many other areas that can be used for water dependent uses if needed. She was in favor of the reuse of this building and supported the project. Parking is a much broader issue than one project can take on. She hoped the Downtown Association survey would give the City something to engage with.

President Fitzpatrick asked if Commissioner Price was suggesting the Planning Commission wait until the parking study was complete before making a decision on this request.

Commissioner Price answered no, it could be a while before the study was complete and she did not believe parking was a problem. She believed the Downtown Association was simply conducting a survey of available parking. The City Engineering Department would have to develop recommendations for increasing available parking. She did not see any reason to hold up a project that has gone beyond the Code to find parking.

Commissioner Womack stated he believed the concept of taking the building from what it looks like now and turning it into something beautiful on the waterfront would be economically beneficial. He believed the project met the reviewable criteria.

Commissioner Cameron-Lattek said she supported the project. She believed it was a good reuse of the property and it is in the hands of people she knew to be good, community-minded people who have seriously considered the concerns of their neighbors. She stayed in a hotel in Portland that required valet parking because of the location. With no charge for valet service, it was much easier to make the decision to use the valet parking in that situation. This hotel would be similar because the valet service would be so practical. She hoped the hotel would have a high usage rate of their valet service. She appreciated that the Applicants worked hard on this project and took it seriously.

Vice President Moore added that the Commission wished they could see the future projects, but they can only make decisions based on what is before them. The Commission considers how this application impacts the area. If an identical request is submitted down the road, it might not be appropriate at that time.

President Fitzpatrick said he did not believe it was likely this building would be used for something else. There is a dialysis center going in that will take up parking previously used by Buoy Beer customers. He visited the site at noon that day to look at the buildings, parking, and access to the site. Five years ago, he could get a parking space at Buoy Beer. Now, that is not so easy. Generally, he did not worry about parking if he only had to park about two blocks away. However, parking is becoming an issue. There was a large parking lot that was used for a long time and Buoy Beer has reduced their parking in that lot. There is construction going on at the dialysis center and a couple of piers are torn up, so Buoy Beer employees are parking on Buoy's property because there are not many spaces nearby. He was very concerned about the parking. While an allowed use would not require parking by the City, the people who worked there would still need parking. When the fish processing plant was in operation, he often saw three, four, or five workers getting out of a vehicle. The city is running out of parking downtown and the property owners and business owners who are there on a daily basis would recognize the parking issues best. Since the valet service is untested in Astoria, there is no way to know how it will work. He asked what other Commissioners believed would be a reasonable amount of parking to require for this project. He said he was in favor of the project.

Commissioner Henri said she did not know if 30 parking spaces was appropriate for this project. When the hotel is at capacity, the hotel would need a space for each room because no trains come to Astoria. Even though there is bus service from Portland, people usually drive to Astoria. She wanted the City and the Planning Commission to allow projects like this. For the future, she suggested a park and ride program or a parking district. If the Commission required more than 30 parking spaces, the project might not happen. Parking is not just about convenience. It is also about economics, accessibility, and equity.

Commissioner Corcoran stated he was surprised by the number of spaces, but parking is not required. The valet is a creative experiment and could be part of the mix for future parking. There is a huge effort for adequate parking and a proposal for an innovative approach for dealing with parking. He wished there was more parking

available, but the valet is something no one else is doing. The valet approach is something the City could use more broadly in the future.

Vice President Moore said when he sees occupied parking spaces and full parking lots in downtown, he is excited because it demonstrates an active and vibrant downtown. Half full parking lots and a lot of empty spots on the street is not what Astoria wants downtown. Astoria has not reached 100 percent of its parking needs, so this application is a good idea and he was excited to see what the Applicants bring with this project. Revitalizing a building will bring excitement to the downtown core. A minimum of 30 parking spaces is excellent in his opinion.

Commissioner Cameron-Lattek stated she was comfortable with 30 parking spaces. The hotel will only be at full capacity about 20 percent of the time they are open if they are doing well. Her business is adjacent to a hotel and their occupancy directly affects her business. During check in time around 4:00 pm, one 15-minute loading parking spot is used. There is never a time when she has seen the streets full of hotel guests. The guests use the hotel's off-street parking in the lot across the street and that lot is never at full capacity. People check in starting at 4:00 pm and her business closes at 4:00 pm. Check out time is 11:00 am, but she could not say what time most guests leave and move their cars.

Commissioner Corcoran asked if the hotel would need to a full-time person to keep people who are not hotel guests out of their parking lot.

Commissioner Cameron-Lattek noted that in the past three or four years, there was only one time someone parking in her reserved spot located in the hotel parking lot. Appropriate signage would result in adherence to the rules.

Vice President Moore believed the lot would be clearly marked as a private lot.

President Fitzpatrick reopened the public hearing. He asked what time Buoy Beer began serving and what time they closed.

David Kroening 1168 14th Street, Astoria, said Buoy Beer opens at 11:00 am and closes between 9:00 pm and 11:00 pm depending on the time of year.

President Fitzpatrick called for public testimony. Seeing none, he closed the public hearing.

President Fitzpatrick said he was closer to being convinced that 30 parking space would be appropriate. However, he was still concerned that if the valet service did not work, the Applicants would have 90 days to find more parking.

Planner Johnson added that Applicants are required to have 30 off-street parking spaces and the current configuration would require valet service. If the valet service was lost, the Applicants would have 90 days to address the problem and provide 30 spaces. If 30 spaces were not provided, the hotel would have to cease operations.

President Fitzpatrick said if the valet service did not work, he hoped the Applicants would continue to be good neighbors and work to find sufficient parking without creating an impact.

Commissioner Cameron-Lattek moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU18-07 by LAD Holdings LLC and Adrift Properties LLC, with the additions of Conditions 24 and 25, specifying that valet parking is required while the use is in operation; seconded by Vice President Moore. Motion passed unanimously.

President Fitzpatrick read the rules of appeal into the record.

WORK SESSION:

Item 5(a): Riverfront Vision – Urban Core / “Urban Core Code Amendments: Summary of Draft Recommendations (Task 4)”

Consultant Matt Hastie gave a Power Point presentation on the recommended Code amendments to implement the Urban Core area of the Riverfront Vision Plan, highlighting modifications made in response to Commissioner feedback given at previous work sessions. During the presentation, he and Staff answered clarifying questions by Commissioners, Mr. Hastie also posed questions of the Commission and requested feedback, and the Commission took public comments.

President Fitzpatrick called for public comments on the recommended limitation areas, non-limitation areas, and allowances.

Larry Allen, 690 11th Street, Astoria, said on December 12, 2018, the City Council tentatively approved Hollander Hospitality to build a four-story Marriott on the river front. He was stunned at the statements released by the three Council members who voted for the approval, saying they had no choice. The issue came down to a lack of clarity in the City's Development Code with the wording leaving things open to interpretation. If the community does not want four-story buildings, then the Code needs to be amended. The Council agreed with Hollander's argument that it was not clear which standards applied to new construction and which applied to existing buildings. The duties of the Planning Commission are vital to the final decisions made by City Council. It is important to continue requiring conditional use permits for all aquatic zones. The Planning Commission should have more input before City Council makes a final decision. Since Heritage Park has been approved, he hoped there would not be structures placed in front of the park.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he wanted the height limits kept as low as possible.

Jim Allegría, 1264 Grand Avenue, Astoria, stated he supported Option 1 with no building in the limited zones. He also recommended that the non-limited parcel with pilings be limited because no one wants a building on that parcel.

Steve Fick, 1 4th Street, Astoria, said he lived in Astoria for most of his life and valued what was here. He wanted a quality city with quality buildings, but he also wanted flexibility. He owns a fish plant and other developments, and he planned to do something with the brick building. It is very expensive to live over water. Sometimes it is necessary to think outside of the box. Businesses will change and come and go. If he needed an ice house, he might need 45 feet. He wanted the opportunity to have housing in the area or open a restaurant. He worked on the Riverfront Vision Plan and thought it did a good job creating open spaces, congested spaces, and some in the middle for a variety of uses. There will be a tremendous amount of tax revenue from the dialysis center and hotel. Those funds could be designated to purchase the old can company. He walks the waterfront 300 days per year. There is one warehouse that blocks a lot of the ocean front. The City could purchase that warehouse with tax revenue. He asked that the Planning Commission leave flexibility in the plan. He was concerned that the City did not have the assurance that applicants had the financial strength to complete projects and make money. There are only three or four properties like his that do not have height restrictions. He had no intentions of abusing that. The Commission can always say no to something down the road, but it would be difficult to get something back. He has a large pile field and it is too cost prohibitive to put a condominium there. He waited a year and a half to get two bumper pilings replaced on his dock. Overwater construction is very challenging and he did not think it would not be a problem.

Staff confirmed for Commissioners that existing buildings and structures taller than the proposed height limits would be allowed to remain as is.

Commissioners were divided on limitation areas. Commissioner Price wanted to prohibit overwater development and limit shore development to 35 feet high. Vice President Moore and Commissioners Henri, Corcoran, Womack and Cameron-Latteck supported Option 1 with the recommended allowances. While the public is opposed to overwater development, the Comprehensive Plan and Riverfront Vision Plan support and promote development in the Urban Core. Variances for existing structures and business could be a good compromise.

President Fitzpatrick called for public comments on the recommended Codes for physical access to the river.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he believed the recommended setbacks were too narrow and it would turn people off from coming to Astoria. The waterfront would be given up to wealthy investors who come to build big buildings on the river. He believed City Council would vote this down. The maximum square footage

is too large and should be scaled down. He asked if the Planning Commission was supposed to represent the community or do its own thing. He also wanted to know why the Planning Commission did not listen to the citizens.

Jared Rickenbach, 37734 Eagle Lane, Astoria, said the feasibility is challenging because the idea of building out the spaces or creating access to the river is very expensive. What is feasible down the road will be different from what is feasible right now. Therefore, flexibility will keep Astoria alive. If the Codes are too rigid, Astoria will have closed doors to opportunities. He believed that currently, it would cost about \$400 per square foot to build over the water, compared to \$150 per square foot on land.

Steve Fick, 1 4th Street, Astoria, asked if he would get his property taxes back on his property if he had to start scaling back what he could do. Allowing people to walk on his dock might not be a good fit.

Commissioners discussed the recommended options for developers to provide physical access to the river. Most of the Commissioners supported all of the options, but Vice President Moore believed, and Commissioner Womack agreed, that developers should only be allowed and required to build out the right-of-way. He believed the recommended options might be appropriate for commercial uses, but not industrial uses. Staff responded that Vice President Moore's idea would likely require a public/private partnership and could result in issues related to enforcement and property ownership. However, they offered options for implementing the idea citing other similar situations that already existed in Astoria. As a compromise, Commissioner Henri suggested that the option to allow mid site access be eliminated and add the option to build out over the right-of-way.

City Manager Estes noted it was about 10:00 pm and the Code work was a long way from being complete. He suggested scheduling a work session with no other agenda items. After discussing availabilities, Staff and the Planning Commission agreed to schedule a work session on Tuesday, February 5, 2019 at 6:00 pm.

REPORTS OF OFFICERS/COMMISSIONERS:

There were none.

STAFF UPDATES/STATUS REPORTS:

Item 7(a): Save the Dates

- February 6, 2019 – 4:30 pm to 6:30 pm TGM Uniontown Reborn Public Meeting at Holiday Inn Express
- February 26, 2019 – 6:30 pm APC meeting

PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:01 pm.

APPROVED:

Community Development Director

ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE

Astoria City Hall

January 29, 2019

CALL TO ORDER:

President Fitzpatrick called the meeting to order at 6:30 pm.

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Vice President Daryl Moore, Jennifer Cameron-Lattek, Patrick Corcoran, Cindy Price, Chris Womack, and Brookley Henri.

Commissioners Excused: None.

Staff Present: City Manager Estes, Planner Nancy Ferber, City Engineer Nathan Crater, Police Sergeant Brian Aydt, Engineer Technician Steve Ruggles, Consultant Matt Hastie, and Special Projects Planner Rosemary Johnson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

Item 3(a): July 24, 2018

Item 3(b): October 23, 2018

Vice President Moore moved that the Traffic Safety Committee approve the minutes of the July 22, 2018 and October 23, 2018 meetings as presented, seconded by Commissioner Cameron-Lattek. [Motion passed 5 to 0 to 2, with Commissioners Price and Corcoran abstaining. \[2:00\]](#)

PROJECT UPDATES:

City Engineer Nathan Crater provided a brief update on the Bond Street Retaining Wall Project and associated traffic safety enhancements and pedestrian improvements. Bond Street was reopened to two-way traffic on December 13th and construction was complete. Much of the work done was recommended by the Traffic Safety Plan (TSP). He described efforts to continue monitoring traffic and safety in the area over the summer to determine whether further mitigation is necessary.

Commissioner Cameron-Lattek asked if the volume of traffic on Bond Street is what Staff expected. Engineer Crater said the initial volume data indicated traffic volumes were low at about 275 vehicles per day. He expected the volume to increase as drivers begin to realize the road has reopened and as congestion on Marine Drive increases. The summer monitoring will reveal any substantial increases.

Vice President Moore thanked Engineer Crater for getting the project done.

REPORTS OF OFFICERS/COMMISSIONERS:

City Manager Estes said a public meeting was scheduled for Wednesday, February 6, 2019 at 4:30 pm for the Uniontown Reborn Project. Transportation issues along the State highway and upgrades to pedestrian crossings will be discussed at the meeting.

Vice President Moore said a citizen reported a blocked pedestrian crossing sign near the Astoria Co-op construction site. The property owner has cleared the trees that were obstructing the sign.

PUBLIC COMMENT:

No comments.

ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission meeting at 6:44 pm.

ATTEST:

Secretary

APPROVED:

City Manager




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: FEBRUARY 20, 2019

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH COLUMBIA MEMORIAL HOSPITAL FOR
USE OF EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153
DUANE STREET, AND CLOSURE OF 12TH STREET BETWEEN DUANE
AND EXCHANGE STREETS

DISCUSSION/ANALYSIS

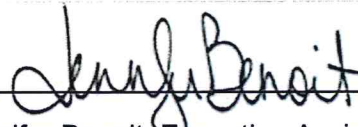
Columbia Memorial Hospital, on behalf of the Astoria Regatta Association is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 10, 2019, from 6:00 a.m. to 6:00 p.m. Events include food, beverages, information booths, children's events, and live music.

It is requested that the Heritage Square site be leased for \$1.00. The Regatta activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that Council approve the Lease Agreement with Columbia Memorial Hospital for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate the Regatta events scheduled for Saturday, August 10, 2019, for a total sum of \$1.00.

By: _____



Jennifer Benoit, Executive Assistant to
Astoria City Manager

LEASE AGREEMENT

FOR PROPERTY LOCATED ON THE EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153 DUANE STREET AND THE CLOSURE OF 12TH STREET BETWEEN DUANE AND EXCHANGE STREETS

PARTIES: This Agreement is entered into between the **CITY OF ASTORIA**, hereinafter referred to as CITY,

And the **COLUMBIA MEMORIAL HOSPITAL**, hereinafter referred to as ASSOCIATION.

PROPERTY: East Portion of Heritage Square, known as 1153 Duane Street, and consisting of Lots 1 - 14, Block 64, McClure's, and 12th Street between Duane Street and Exchange Street, hereinafter referred to as Property.

WHEREAS:

- A. ASSOCIATION desires to lease space from the CITY to provide a central location for event activities, including, but not limited to, public barbeque and other activities associated with the Astoria Regatta for the use and enjoyment by patrons of downtown businesses and all citizens of Astoria; and
- B. Assisting ASSOCIATION in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of CITY to attract consumers and tourists, and
- C. The use of the Property owned by the CITY can be enhanced through a lease to ASSOCIATION.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

1. **LEASE PERIOD AND LEASE PAYMENT:** The lease from the CITY to ASSOCIATION shall run on Saturday, August 10, 2019 at a lease amount of \$1.00 for the entire length of the lease.
2. **CITY'S REPRESENTATIVE:** For purposes hereof, the CITY'S authorized representative will be Brett Estes, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, bestes@astoria.or.us.
3. **ASSOCIATION'S REPRESENTATIVE:** For purposes hereof, the ASSOCIATION'S authorized representative will be Erik Thorsen, CEO, Columbia Memorial Hospital, Columbia Memorial Hospital, 2111 Exchange St, Astoria, OR 97103, ethorsen@columbiamemorial.org.

4. **SCHEDULED USE:** CITY grants ASSOCIATION the exclusive use of Property for the purpose of providing an activity area from 6:00 a.m. to 6:00 p.m., Saturday, August 10, 2019 (changes must be negotiated between the Parties):
5. **PERMITS:** This Agreement constitutes permits for the street closure described in 1B above, and a sound amplification permit from 6:00 a.m. to 6:00 p.m. on Saturday, August 10, 2019.
6. **OLCC LICENSE:** ASSOCIATION will need to abide by all conditions of your temporary liquor license.
7. **PROHIBITED USES:** No religious symbols or presentations will be used or presented by ASSOCIATION or any participant on the property during the term of the Agreement.
8. **CONDITION OF PROPERTY:** ASSOCIATION shall be responsible for all trash removal related to their use of the Property during the Agreement times and period, and any costs associated with cleaning the Property at the conclusion of any daily use. ASSOCIATION agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ASSOCIATION further agrees to keep the Property in as good or better condition than it was at the commencement of this Agreement.
9. **DAMAGES AND CLEAN-UP COSTS:** If there is damage to the property or clean-up costs related to the use under this Agreement, ASSOCIATION shall pay these damages or costs. Failure to pay said amounts will result in subsequent collection actions, and also will be grounds for termination under Section 11.
10. **SPECIFIC ISSUES:**
 - A. No vehicles or trailers permitted on Heritage Square Area (Lots 4, 5, 10, 11).
 - B. No vehicles, driving, parking, vendor stands, or storage of goods off paved surfaces.
 - C. Electrical hookup and water hose use must be coordinated with the City of Astoria.
 - D. No liquid or other wastes are to be dumped down storm drains.
 - E. ASSOCIATION is allowed to place temporary signs that must be removed at the conclusion of the Agreement.
 - 1) All signage is limited to announcing ASSOCIATION'S location and/or hours of operation and activities, and for parking control.
 - 2) All signage must comply with City sign codes and the Manual of Uniform Traffic Control Devices.
 - F. ASSOCIATION shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.
 - G. The ASSOCIATION will comply with Astoria Code 5.025(11) governing amplified sound.

H. ASSOCIATION will ensure that its use of the parking area east of Heritage Square will be fully cleared by 8:00 p.m., August 10, 2019, and ready for use by Sunday Market.

11. **INSURANCE:** ASSOCIATION shall maintain general liability insurance in an amount of at least \$100,000 for damages to property and at least \$1,000,000 for injury to persons including death. The CITY shall be provided a Certificate of Insurance naming the CITY as an additionally insured.
12. **TERMINATION:** Notwithstanding that this Agreement contemplates a one day period, this Agreement may be terminated by the CITY at any time should the ASSOCIATION fail to comply with any of the provisions of this Agreement. Termination shall be made either in writing by hand delivery or by email to ASSOCIATION'S authorized representative not less than 12 hours prior to the date and hour of termination. Termination will not result in a refund by the CITY to ASSOCIATION for any monies paid.
13. **NON-ASSIGNABILITY:** This Agreement is personal to ASSOCIATION, and the CITY relies on ASSOCIATION to comply with and to receive the benefits of this Agreement.
14. **COMPLIANCE WITH APPLICABLE LAWS:** ASSOCIATION shall comply with all applicable city, state and federal laws and regulations, including, but not limited to, license requirements.
15. **LICENSES:** Any vendor using the Property during the Agreement shall have on file with CITY a valid Occupational Tax License.
16. **SUPERVISION OF PARTICIPANTS:** ASSOCIATION agrees to exercise exclusive control and supervision over its members, ASSOCIATION sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ASSOCIATION occupancy of the premises. ASSOCIATION will publish rules and expectations for these participants.
17. **NONDISCRIMINATION**

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.
18. **HOLD HARMLESS:** ASSOCIATION and its successors and assigns shall completely protect and save, defend and hold harmless the CITY, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, suffered or alleged to

have been suffered all or in part by any person or property arising out of or in connection with the use or occupancy of the Property by ASSOCIATION.

19. **ATTORNEY FEES**: If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have, on this _____ day of _____, 2019, set their hands by and through their duly authorized agents.

THE CITY OF ASTORIA

COLUMBIA MEMORIAL HOSPITAL

By: _____
Bruce Jones, Mayor

By: _____
Erik Thorsen, CEO

By: _____
Brett Estes, City Manager

APPROVED AS TO FORM:

City Attorney



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: FEBRUARY 25, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING AND CONTRACT AUTHORIZATION TO SOLE SOURCE
MARITIME MEMORIAL EXPANSION PROJECT

DISCUSSION/ANALYSIS

Over the last several years, the Maritime Memorial Committee and City staff have been working toward the expansion of the Maritime Memorial to provide additional capacity. Now that the City and Port of Astoria have come to an agreement concerning the leased portion of the Memorial, staff has moved forward with plans and contract documents in anticipation of completing the project by Memorial Day of this year. The Maritime Memorial Committee has reviewed and approved the proposed plans.

The work will consist of 1) erection of 91 feet of six foot, five inch high concrete walls, 2) 120 feet of two foot high concrete bench, 3) 1,200 square feet of concrete walkway, 4) application of 72 black granite panels, and 5) irrigation and landscaping work to restore the lawn around the completed work. The contractor is responsible for erosion control, excavation and disposal and associated costs. The bid price for this work is \$172,000.

The City Council approved a supplemental budget (#148) on February 4, 2019, which provides sufficient funding for the Maritime Memorial Expansion. This would be a loan from the Astor West Urban Renewal District to the Maritime Memorial fund to complete the project. Landscape improvements in the amount of \$9,000 will be funded through the Astor West Urban Renewal District fund.

Because of its long association with the Memorial, staff has been working with Astoria Granite, Inc. to develop a Special Procurement (commonly referred to as Sole Source) contract under Astoria Code Sec. 1.966. Findings have been developed to support this position, and public notices have been published in the *Daily Journal of Commerce* and *Daily Astorian*. No comments have been received to date. Astoria Granite Inc. has, for the last three decades, been the contractor responsible for placing the granite panels on the concrete walls, and they have had the sole responsibility of engraving the memorials on the granite panels. It is staff's opinion that Astoria Granite Inc., and their team of subcontractors, is capable of completing the memorial by the end of May.

RECOMMENDATION

It is recommended that the Council hold a public hearing on the sole source contract and authorize a construction contract with Astoria Granite, Inc. in the amount of \$172,000.

Prepared by:


Tim Williams, Director

Astoria Parks & Recreation Department


Mike Morgan, Contract Planner

Community Development Department

CITY OF ASTORIA

MARITIME MEMORIAL EXPANSION PROJECT

March 2019



City of Astoria
Community Development Department
Parks and Recreation Department
1095 Duane St. • Astoria, OR 97103

CITY OF ASTORIA

Maritime Memorial Expansion Project

March 2019

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BID FORMS

BID FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

Maritime Memorial Expansion Project

in accordance with the ODOT/APWA 2015 Oregon Standard Specifications for Construction and the Special Provisions, Plans and Specifications hereto, and at the following Bid Schedule prices by the following completion dates:

- Substantial Completion – May 20, 2019 (75 days from Notice to Proceed)
- Final Completion – June 4, 2019 (90 days from Notice to Proceed)

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is x YES NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

Oregon Construction Contractor Board No. 215659 .

Complete in black ink or by typewriter. If BIDDER is:

An Individual

Signature

(Individual's Name, Typed or Printed)

doing business as

Business address

Phone No.

A Partnership

Firm Name

Signature

(Name of Partner, Typed or Printed)

Business address

Phone No.

Maritime Memorial Expansion Project

City of Astoria, Oregon

Bid Forms

Page 1

A Limited Liability Company (LLC)

LLC Name

By

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed)

Business Address

State in which company was formed

Phone No.

A Corporation

Corporation Name Astoria Granite Inc.

Signature



Brooke Lilley

(Officer's Name, Typed or Printed)

Secretary Treasurer

(Title)

Oregon

(State of Incorporation)

Attest



(Secretary's Signature)

Business address 423 Gateway Avenue Astoria, Oregon 97103

Phone No. 503 325 0761

Date of Qualification to do business: January 1, 2019

Maritime Memorial Expansion Project

BID SCHEDULE

Bid Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Excavation and Grading, Erosion Control, demolition	1	LS	17,500	17,500
2	Concrete wall, bench and walkway construction and finishing	1	LS	65,500	65,500
3	Erection of granite panels on concrete walls	1	LS	80,000	80,000
4	Landscape repair including irrigation alteration	1	LS	9,000	9,000
Total Amount					172,000

Section 00190 – Measurement of Pay Quantities

00190.00 Scope

Section 00190.00 is supplemented with the following:

Measurement and payment for all Work shown or specified herein will be made on a unit or lump sum price basis in accordance with the prices set forth in the Bid Schedule for individual items of Work. Contractor shall make a careful assessment when preparing the Bid.

Maritime Memorial Expansion Project

The items listed below refer to and are the same pay items listed in the Bid Schedule. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory services or all other items not specifically named in specific bid item description and needed for the prosecution of the Work, and all other requirement of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

The prices stated in the Bid Schedule include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in this Section.

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as direct in writing by the Engineer.

Description of Bid Items on Bid Schedule:

1. Excavation and grading of site for proposed addition, demolition of concrete wall where necessary, disposal of concrete in authorized location, installation and compaction of rock base for concrete construction.
2. Construct approximately 1,200 square feet of four inch thick, fiber mesh reinforced concrete walkway with an eight inch thickened edge over six inches of compacted thickness of $\frac{3}{4}$ - rock. Construct approximately ninety-one feet of concrete wall and footing to match the existing concrete wall. The wall height is six feet, five inches with a wall thickness varying from six inches to ten inches. The footing is one foot (H) by two feet (w) per attached plans. Construct approximately 120 feet of reinforced concrete bench and footing to match the existing bench. The bench height is two feet, four inches with a thickness varying from ten inches and fifteen inches. The footing is one foot (H) by two feet (w) per attached plans,.
3. Install a total of seventy-two Absolute Black Granite panels that are forty-seven inches (H) by thirty inches (W) on the new concrete walls.
4. Move irrigation control boxes and remove unneeded lines, install new lines per irrigation plan. Restore lawn area with sod on all disturbed surfaces using sod.

CERTIFICATION OF NONDISCRIMINATION

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

Feb. 21, 2019
DATE

Brooke Gilley
BIDDER

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Maritime Memorial Expansion Project

BID CLOSING: DATE: March 4, 2019

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) <u>Big River Construction</u>	\$ <u>17,500</u>	<u>Excuvation</u>
2) <u>Ray Prom Concrete</u>	\$ <u>65,500</u>	<u>Concrete</u>
3) <u>Green Smith Landscapes</u>	\$ <u>9,000</u>	<u>Landscaping</u>
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): Astoria Granite, Inc.

Contact Name: Brooke Lilley

Phone no.: 503-298-9800

Maritime Memorial Expansion Project

Maritime Memorial Wall Expansion

Proposal for additional walls, benches, and walkway located at 10 Bay St, Astoria, OR 97103(503) 325-0761

City of Astoria
Community Development Department
1095 Duane Street
Astoria, Oregon 97103

Brooke Lilley
Astoria Granite Works
423 Gateway Ave.
Astoria, Oregon 97103

Astoria Granite Works would like to thank the City of Astoria for the opportunity to continue working at the Maritime Memorial Park. It was an honor for our company to be a part of the original wall and we are looking forward to the expansion.

Scope

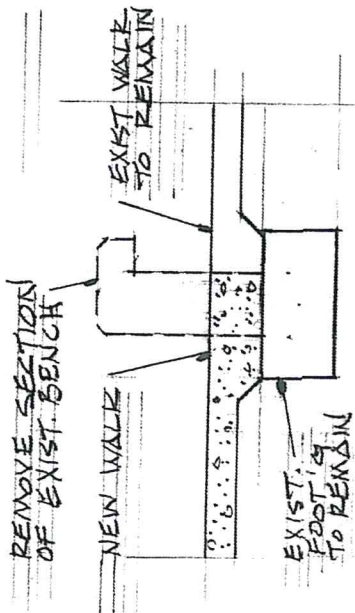
- 1) Project is in compliance with plans provided by the city of Astoria.
- 2) A Grading and Erosion Control Permit is required for this project and will be provided by the city of Astoria.
- 3) Demolish approximately eight feet of existing reinforced concrete bench leaving existing footing intact.
- 4) Construct approximately 1,200 square feet of four inch thick, fiber mesh reinforced concrete walkway with an eight inch thickened edge over six inches of compacted thickness of $\frac{3}{4}$ - rock.
- 5) Construct approximately ninety-one feet of concrete wall and footing to match the existing concrete wall. The wall height is six feet, five inches with a wall thickness varying from six inches to ten inches. The footing is one foot (H) by three feet (W). See attached plans.
- 6) Construct approximately 120 feet of reinforced concrete bench and footing to match the existing bench. The bench height is two feet, four inches with a thickness varying from ten inches and fifteen inches. The footing is one foot (H) by two feet (W). See attached plans.
- 7) Install a total of seventy-two Absolute Black Granite panels that are 3 centimeters thick by forty-seven inches (H) by thirty inches (W) on the west and east walls.
- 8) Remove and dispose of excavated spoils in a location approved by the city of Astoria.
- 9) Installment of irrigation lines and restoration of disturbed surfaces using sod. See landscape plans for details.

Costs:

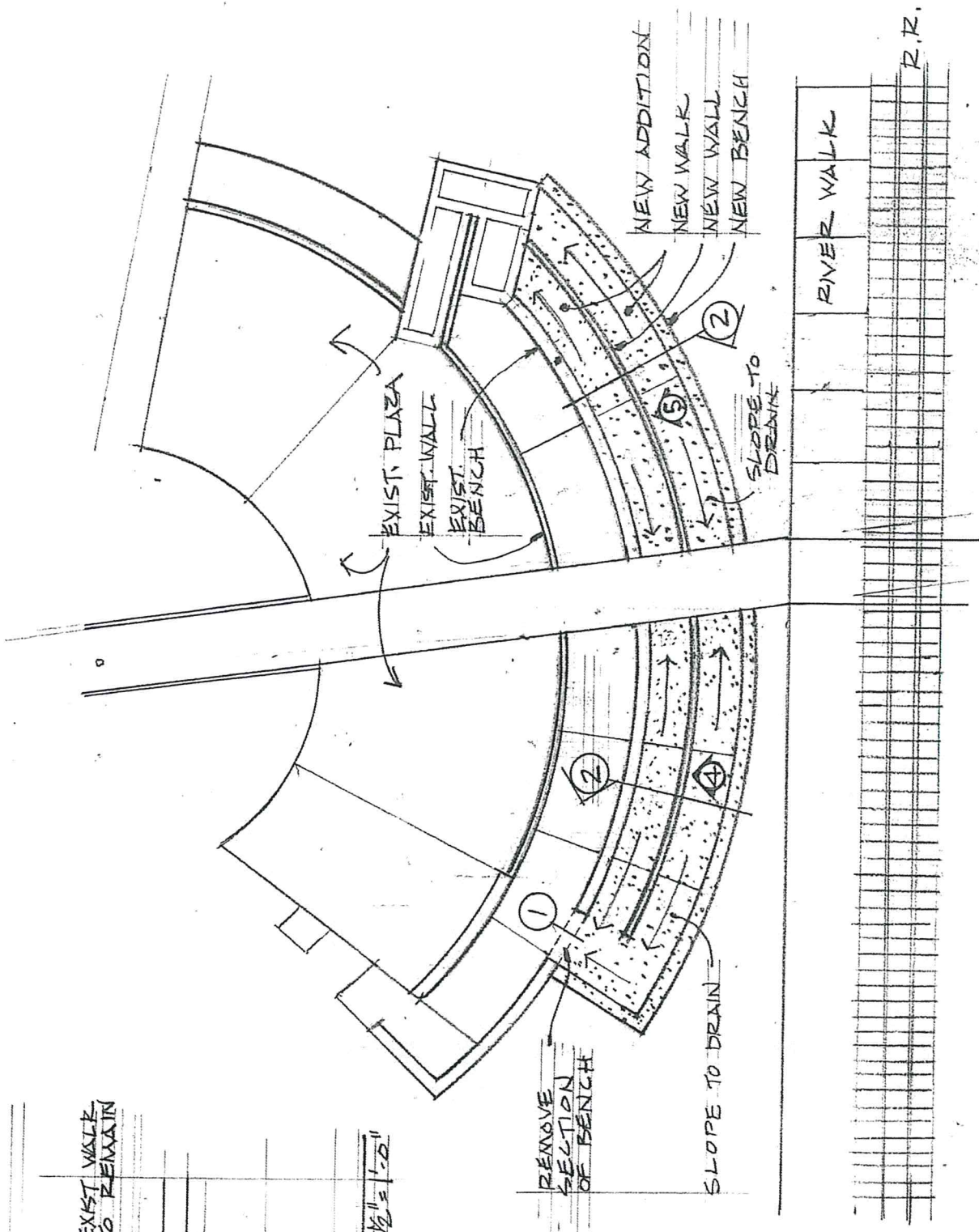
Big River Construction	\$17,500
Ray Prom Concrete	\$65,500
Astoria Granite Works	\$80,000
Green Smith Landscapes	\$9,000
Total Cost :	\$172,000

Time Table

Demolition of existing bench and walkway along with prep for new concrete could be started as soon as March 6, 2019 by Big River Construction. Ray Prom Concrete would then begin pouring concrete, scheduled to be completed by the third week of April. Meanwhile, Astoria Granite Works will fabricate the granite panels and have panels ready to install the week of May 6, 2019. All construction is scheduled to be completed by May 13th, allowing enough time for Green Smith Landscapes to install new irrigations lines and restore the lawn with sod before Memorial Day (May 27th). This time table is in accordance with the agreed project duration for substantial completion by May 20, 2019 (75 days from Notice to Proceed) and final completion by June 4, 2019 (90 days from Notice to Proceed).



① DETAIL
BENCH REMOVAL $\frac{1}{2}'' = 1'-0''$



③

PLAN OF MARITIME MEMORIAL

$\frac{1}{10}'' = 1'-0''$

AGREEMENT

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between Astoria Granite, Inc. hereinafter called "CONTRACTOR" and the City of Astoria, a municipal corporation, hereinafter called "CITY."
WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

Maritime Memorial Expansion Project

and do all things required of it as per her Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The CONTRACTOR agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – May 20, 2019 (75 days from Notice to Proceed.)
- Final Completion – June 4, 2019 (90 Days from Notice to Proceed.)

If said CONTRACTOR has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$172,000. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The CONTRACTOR and the CITY agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The CONTRACTOR shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the CITY's prior written consent. Unless otherwise agreed by the CITY in writing, such consent shall not relieve the CONTRACTOR of any obligations under the contract. Any assignee or transferee shall be considered the agent of the CONTRACTOR and be bound to abide by all provisions the contract. If the CITY consents in writing to an assignment, sale, disposal or transfer of the CONTRACTOR's rights or delegation of the CONTRACTOR's duties, the CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the CITY otherwise agrees in writing.

B. CONTRACTOR may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If CONTRACTOR violates this prohibition, the CITY will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished.

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), CONTRACTOR certifies under penalty of perjury that the CONTRACTOR, to the best of CONTRACTOR's knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY OCCUPATION TAX

Prior to starting work, CONTRACTOR shall pay the CITY occupation tax and provide the Public Works Department with a copy of occupation tax receipt. CONTRACTOR shall, likewise, require all subcontractors to pay the CITY occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

APPROVED AS TO FORM:

City Attorney


Contractor _____ Date

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor _____ Date

ATTEST:

City Manager _____ Date

PERFORMANCE BOND

PERFORMANCE BOND
FOR
MARITIME MEMORIAL EXPANSION PROJECT
FOR
THE CITY OF ASTORIA

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Astoria, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, in the

penal sum of _____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the _____ day of _____, 2019 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

Maritime Memorial Expansion Project
City of Astoria, Oregon

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the OBLIGEE on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Accident Insurance Fund and all contributions or amounts due the State Un-employment Compensation Trust Fund incurred in the performance of said contract and shall promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Section 279 of the Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

This performance bond shall also guarantee the improvement against defects in materials or workmanship for a period of one (1) year from the date of written Substantial Completion acceptance of the subject project by the OBLIGEE.

The total amount of the SURETY's liability under this bond both to the OBLIGEE and to the persons furnishing labor or materials, provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of the obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which

shall be deemed an original, this the _____ day of _____, 2019.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.

PAYMENT BOND

**PAYMENT BOND
FOR
MARITIME MEMORIAL EXPANSION PROJECT
FOR
THE CITY OF ASTORIA**

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Astoria, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total

aggregate penal sum of _____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the _____ day of _____, 2019 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

**MARITIME MEMORIAL EXPANSION PROJECT
City of Astoria, Oregon**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURETY above named within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 25 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the _____ day of _____, 2019.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety company executing BOND must be authorized to transact business in the State of Oregon.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Section 00160 – Source of Materials

00160.20(a) Buy America – Federal highway funds are not involved on the project.

Section 00170 – Legal Relations and Responsibilities

00170.03 Furnishing Rights of Way and Permits - The Agency will apply and pay for the City of Astoria Grading/Erosion Control Permit. The Permit shall be picked up by and be in the Contractor's name.

00170.10(a) Commercial Automobile Liability – Combined single limit per occurrence shall be not less than \$1,000,000.

00170.65(b)(1) Minimum Wage Rates – BOLI Prevailing Wage Rates (Effective January 1, 2019) title page is included at the end of these Special Provisions.

00170.70(a) Commercial General Liability – Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

00170.70(c) Additional Insured - The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability coverages of 00170.70(a) shall also include the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers, members and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate subcontractor shall include all of the foregoing as Additional Insureds and shall also include Contractor and its officers and employees as Additional Insureds.

Section 00180 – Prosecution and Progress

00180.20(a) General – The Contractor's own organization shall perform work amounting to at least 50% of the original Contract Amount.

00180.40(a) In General – Add the following to subsection:

Work hours shall be 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Engineer.

00180.41 Project Work Schedules – A Type "A" Schedule shall be required for the Project.

00180.41(a) Type "A" Schedule – A Type "A" Schedule is required for this Project.

00180.85(b) (1) Liquidated Damages

- (1) Single Contract Time – the liquidated damages per Calendar Day* for failure to complete the Work on time as required by 00180.50(h) when a single Contract Time is listed under 00180.50(h) will be established using the following formula:

The liquidated Damages per Calendar Day* are 15.0 percent of C divided by T as defined in this Section.

C = The Contractor's Bid amount for the Contract.

T = The total Calendar Days between the latest completion date or time listed under 00180.50(h) in the Solicitation Documents and the Bid Opening that will result in the greatest value for T.

*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Section 00190 – Measurement of Pay Quantities

00190.00 Scope – This section is supplemented with Section 00190 – Measurement of Pay Quantities included after the Bid Schedule in the Bid Form section of the Contract Documents.

Section 00199 – Disagreements, Protests, and Claims

00199.30(b) Claims Requirements – Contractor written claims to Engineer or Agency shall be delivered to:

Tim Williams, Parks and Recreation Director
City Hall, 1095 Duane Street
Astoria, OR 97103

Section 00280 – Erosion and Sediment Control:

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - In the last sentence of the first paragraph, delete "before" and replace with "after".

00280.05 Erosion and Sediment Control Plan on Non-Agency Controlled Lands - In the last sentence of the first paragraph, delete "before" and replace with "after".

Section 00290 – Environmental Protection

00290.20(b) Fuel Storage – Delete the second sentence of the second paragraph.

00290.30(b) Pollution Control Plan: In the first paragraph, delete the phrase "for approval 10 calendar days before the preconstruction conference".

Delete the last paragraph which begins "A Pollution Control Plan Contractor Packet..."

00290.32 Noise Control – Delete the first "bullet" and replace with the following:

The Contractor shall comply with all requirements regarding noise control, as in accordance with Chapter 5, Offenses, in the Astoria Code. PART 00300 – ROADWORK

Section 00330 – Earthwork

00330.41(a)(9)c Unstable Subgrade Material - Add the following to subsection:

Where unsuitable foundation is encountered and over-excavation is required, the Contractor shall excavate to a depth as directed by the Engineer and replace the resultant void with 2-1/2" – 0" aggregate base material.

Section 00759 – Miscellaneous Portland Cement Concrete Structures

00759.12 Sidewalk Ramp Treatment - Detectable warning surfaces shall be color red.

00759.41 Earthwork - Excavation for curb shall be performed at the same time as excavation for roadway section, and shall extend to 1-foot beyond the back of curb.

00759.42 Foundations - Delete the words "using selected granular backfill material according to Section 00330 or".

00759.50(b) Curbs, Islands, and Stairs - Curbs shall be stamped with the letters "SS", while the concrete is still wet, at the location where sanitary sewer side laterals cross beneath the curb.

00865.45 Installation - Method B: Spray Markings, shall apply to this project.

Paint for school crosswalks with standard bars and diagonal crosswalks (square note 9 on the Channelization Drawings CP1 through CP14) shall be "Legend Build" by Ennis Flint, white, 985611-5A-5P.

Paint for yellow curb shall be "Legend Build" by Ennis Flint, yellow, 985612-5A-5P.

Paint for centerline striping shall be ORW-21-M-4 waterborne paint by Ennis Flint, applied at 10-11 gallons per mile with 4 pounds of beads/mile.

PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL

Section 01040 - Planting

01040.00 Scope - All planting, including sod lawn installation, shall be completed by a professional/licensed landscape company.

01040.48(c) Method "C" (Sod Lawn and Seeded Lawn Areas) – All lawn replacement shall be in accordance with Method "C" for sod lawn.

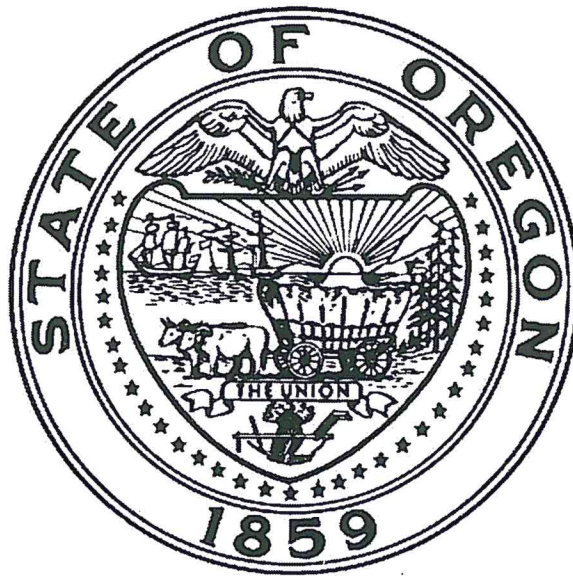
01040.55(k) Site Specific Restoration – Add this subsection:

At any point of connections to private storm drain catch basins, storm drain lines, water or sewer services, or other facilities, restore the site of connection to existing conditions or better. Lawn sod shall be used for all grass restoration.

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

**Brad Avakian
Commissioner
Bureau of Labor and Industries**

Effective: January 1, 2019

GENERAL CONDITIONS FOR CONSTRUCTION

NOTE: The *General Conditions for Construction* document is 111 pages. The Table of Contents has been included for your reference. A copy of the entire document is available upon request.

General Conditions for Construction for the City of Astoria

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FINDINGS

FINDINGS FOR AN EXEMPTION TO THE COMPETITIVE SOLICITATION REQUIREMENTS FOR THE EXPANSION OF THE MARITIME MEMORIAL

The City of Astoria proposes to expand the capacity of the Maritime Memorial by constructing new walls, benches and walkways consistent with the existing design, and will award a contract to Astoria Granite, Inc. without competitive solicitations under City Code Section 1.966.

Findings in support of this decision are as follows:

1. *The nature of the contract or class of contracts for which the special solicitation or exemption is requested;*

The contract class for which the exemption is requested is a construction contract for the expansion of the Maritime Memorial structure.

2. *The estimated contract price or cost of the project;*

The estimated contract cost for construction is \$170,000.

3. *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.*

Astoria Granite has been the contractor for the Maritime Memorial since its initial construction in the 1980s. They have installed and maintained all of the black granite panels and repaired vandalized panels in a cost effective manner, and have served the City well. Staff anticipates that their role as general contractor will provide substantial benefit to the City by reducing the amount of effort required to understand the unique structure of the memorial and the methods used to permanently affix the granite panels. They are familiar with the design and are confident they can complete the project within the budget and before the deadline.

4. *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 practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations.*

Astoria Granite and its subcontractors have a deep understanding of the Maritime Memorial structure having worked on it for several decades, and are capable of beginning

work as quickly as the City approves the contract. Staff believes this exemption will result in a positive outcome for the City, the Maritime Memorial committee and all of the families that have memorials there.

5. *A description of the proposed alternative contracting methods to be employed.*

Direct appointment.

6. *The estimated date by which it would be necessary to let the contract.*

Staff is recommending Astoria Granite be awarded the contract, on March 5, after City Council consideration of the proposed exemption.

For additional questions related to these findings, please contact Mike Morgan at 503-739-0102.

APPENDICES

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

**EXEMPTION FROM COMPETITIVE SOLICITATION FOR THE MARITIME MEMORIAL EXPANSION PROJECT
City of Astoria; Bid Location Astoria, OR, Clatsop County;**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

2/15/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 15th DAY OF February, 2019

Michelle Ropp

Michelle Ropp

Selah Michele Farmer

Notary Public-State of Oregon

**CITY OF ASTORIA
EXEMPTION FROM COMPETITIVE
SOLICITATION FOR THE MARITIME
MEMORIAL EXPANSION PROJECT
NOTICE OF PUBLIC HEARING**
Notice is hereby given that the Common Council of the City of Astoria, acting as the contract review board, will take comments on the draft findings for an exemption to the standard solicitation method (Section 1.966) for an exemption from the competitive solicitation requirements for the Maritime Memorial Expansion Project. The meeting will be held on Monday, March 4, 2019 at 7:00 p.m. in the Council Chambers at Astoria City Hall, 1095 Duane Street, Astoria, OR 97103. Copies of the draft findings are available at Astoria City Hall, Community Development Department, upon request. 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 Jennifer Benoit, City Manager's Office, 503-325-5824.
Published Feb. 15, 2019. 11700094



Tiffany Taylor
City of Astoria
1095 Duane St
Astoria, OR 97103-4524

Order No.: 11700094
Client Reference No:

Windermere

REAL ESTATE
WINDERMERE REALTY TRUST
LUXURY PORTFOLIO
INTERNATIONAL



NEW LISTING

LOVINGLY CARED FOR UPGRADED HOME

1639 8th Ct, Hammond
Don't wait on this 4 BD/2 BA
home with a fully fenced & taste-
fully landscaped yard!
MLS#19-94 \$359,000
Pam Ackley 503-717-3796

NEW LISTING

EXTRAORDINARY CRAFTSMAN HOME

1237 Kensington Ave, Astoria
Historic Shively-McClure District
in Astoria! Detailed woodwork
throughout the home. Columbia
River views from most rooms!
MLS#19-93 \$575,000
Pam Ackley 503-717-3796

NEW LISTING

LIGHT & BRIGHT ONE-LEVEL HOME

135 NW Cedar Ct, Warrenton
3 BD/2 BA. Located in Cen-
tral Warrenton. Newly updated
kitchen, pellet stove, patio/grassy
backyard.
MLS#19-79 \$299,900
Christy Chaloux Coulombe
503-724-2400

NEW LISTING

SASSY & STYLISH

435 HWY 101, Arch Cape
This home is like the witty friend
you love. Every detail will make
you smile. 3 BD/2 BA.
MLS#19-72 \$385,000
Ate Merrell 503-739-2324

NEW LISTING

YOUR CHANCE TO LIVE IN GEARHART!

88724 Teal Rd, Gearhart
3 BD/2 BA home, located in quiet
neighborhood on elevated lot,
vaulted ceilings & skylights.
MLS#19-65 \$395,000
Melissa Eddy 503-440-3258

NEW PRICE

HUGE PARCEL WITH HISTORIC FARMHOUSE

88617 HWY 101, Gearhart
Opportunity is knocking to own
this unique property with many
possibilities of potential! 6 BD/4
BA. CALL TALKING AD 1-800-
784-9541 Ext. 728.
MLS#18-1313 \$379,900
Jackie Weber 503-440-3331



101 Legal Notices

101 Legal Notices

AB7094 CITY OF ASTORIA NOTICE OF PUBLIC HEARING

Notice is hereby given that the Common Council of the City of Astoria, acting as the contract review board, will take comments on the draft findings for an exemption to the standard solicitation method (Section 1.966) for an exemption from the competitive solicitation requirements for the Maritime Memorial Expansion Project. The meeting will be held on Monday, March 4, 2019 at 7:00 p.m. in the Council Chambers at Astoria City Hall, 1095 Duane Street, Astoria, OR 97103. Copies of the draft findings are available at Astoria City Hall, Community Development Department, upon request. This meeting is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 503-325-5524, by contacting Jennifer Benoit, City Manager's Office, 503-325-5524. Published: February 15, 2019

101 Legal Notices

101 Legal Notices

The following information is required to be published by the Astoria Development Commission in compliance with ORS 457.460. Inquiries may be directed to Susan Brooks, Director of Finance and Administrative Services, City of Astoria.

ASTORIA DEVELOPMENT COMMISSION ANNUAL REPORT PER ORS 457.460 REVENUE AND EXPENSE FIVE JUNE 30, 2018 ADOPTED BUDGET FIVE JUNE 30, 2019			
TOTAL REVENUES		REVENUE FIVE JUNE 30, 2018	ADOPTED BUDGET FIVE JUNE 30, 2019
TOTAL MATERIALS AND SERVICES		1,327,378	1,300,420
TOTAL CAPITAL OUTLAY		178,819	486,530
TOTAL DEBT SERVICE		53,424	4,840,000
TOTAL EXPENSES		339,160	339,160
EXPENSE OVER REVENUE		222,243	5,465,680
BEGINNING FUND BALANCE		1,095,136	(4,165,270)
PRIOR PERIOD ADJUSTMENT		4,808,884	4,708,960
ENDING FUND BALANCE		\$ 5,903,820	\$ 543,690
AMOUNTS LEVIED ON OVERLAPPING TAXING DISTRICTS			
FISCAL YEAR 2017 18		TOTALS	
City of Astoria	\$ 551,036		
Clatsop Community College	52,461		
Clatsop County	103,355		
Astoria School District #1	456,673		
Port of Astoria	8,401		
Sunset Empire Transportation District	10,871		
Clatsop Care Center	11,777		
Clats 4th and Extension	3,541		
Northwest Regional ESD	10,202		

101 Legal Notices

AB7095 ANNOUNCEMENT OF REQUEST FOR PROPOSALS

NorthWest Senior & Disability Services is seeking proposals for the provision of legal assistance services through federal Older Americans Act funding to persons age 60 or older, residing in Marion/Polk Counties service area, and the Clatsop/Tillamook/Yamhill Counties service area. The potential proposers must be willing and able to comply with Older Americans Act and applicable Legal Services Corporation Act requirements. All potential proposers must submit a "Letter of Intent" by 4:00 p.m. Monday, March 4, 2019, indicating interest in submitting a proposal to:

ATTN: Gloria Kincade,
Fiscal & Program Analyst
NorthWest Senior &
Disability Services
3410 Cherry Avenue NE
P.O. Box 12189
Salem OR 97309

Only those responding to this request by the date and time indicated will be eligible to submit a proposal. NorthWest Senior & Disability Services may reject any proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency it is in the public interest to do so.


Additional information and the "Letter of Intent" form, which includes a statement as to whether the proposer is a "resident bidder" as defined in ORS 279A.120, can be picked up at NorthWest Senior & Disability Services, 3410 Cherry Avenue NE, Salem OR 97309.



CITY OF ASTORIA

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MEMORANDUM • POLICE DEPARTMENT

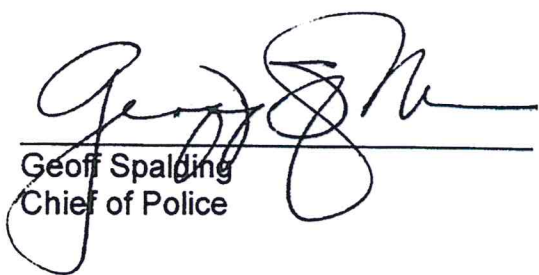
DATE: FEBRUARY 20, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING: ORDINANCE AMENDING CITY CODE 1.600 – 1.640 RELATING TO THE AMBULANCE FRANCHISE PROGRAM

DISCUSSION/ANALYSIS

The first reading of this ordinance was held at the February 19, 2019 City Council meeting. Oregon Revised Statute (ORS) 682.062 was enacted in 2003 effectively giving counties the authority to develop a plan relating to the need for, and coordination of, ambulance services. Clatsop County established an ambulance service area plan consistent with statutes for the efficient and effective provision of ambulance services. ORS 682.031 also gives the City the authority to establish an ordinance regulating ambulance services; however, it must comply with the County plan making that need unnecessary for the City of Astoria. The City of Astoria originally passed Astoria Codes 1.600 – 1.640 on August 16, 1976, encompassing fifteen pages. Astoria Code 1.600 – 1.640 is outdated and in conflict with the County's Ambulance Service Area Plan. The outdated City Code language can be found online (starting on Page 1–25) at: http://www.astoria.or.us/Assets/dept_1/pm/pdf/chapter%201%201-19.pdf

RECOMMENDATION

It is recommended that Council hold a second reading and consider adoption of the ordinance amending City Code 1.600 – 1.640 relating to The Ambulance Franchise Program.



Geoff Spalding
Chief of Police

ORDINANCE NO. 19-_____

AN ORDINANCE REVISING ORDINANCE 1.600 - 1.640 RELATING THE
AMBULANCE FRANCHISE PROGRAM

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. **Amend Astoria City Code 1.600 - 1.640** Astoria City Code section 1.600 – 1.640 is amended to read as follows:

Ambulance Service Area Plan

1.600 ORS 682.062 grants the authority to counties to develop a plan for ambulance services and to establish an Ambulance Service Area. Clatsop County has established the Ambulance Service Area Plan which comprises Clatsop County and incorporated cities.

Sections 1.602 through 1.640 are repealed.

Section 2. **Effective Date.** This ordinance shall become effective 30 days after its adoption.

ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF MARCH 2019

APPROVED BY THE MAYOR THIS 4th DAY OF MARCH 2019

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION
Councilor

YEA NAY ABSENT

Brownson
Herman
Rocka
West


Mayor Jones



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: FEBRUARY 21, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: GRAND AVE. SANITARY SEWER REPAIR PROJECT –
CONSTRUCTION CONTINGENCY

DISCUSSION/ANALYSIS

During a recent video inspection of the sanitary sewer pipe on Grand Ave. between 30th Street and 31st Street, City staff discovered a collapsed portion of pipe that requires immediate attention. The repair will require replacement of 40 feet of 24 inch diameter pipe that is between 10 and 15 feet deep. Staff quickly put together construction documents and solicited quotes for the repair. A copy of the request for quotes is attached and contains additional project details.


Only one quote was received from Big River Construction Inc. in the amount of \$47,400. The Engineer's Estimate for the project is \$45,000. The quote received is within the City Manager's spending authority, and contracts were processed to keep the project moving forward. However, the project cost is very close to the City Manager's spending authority of \$50,000. Challenging pipe repairs and replacements are often subject to unforeseen conditions that require changes and additions to the scope of work. If it becomes necessary to process a change order, it will likely result in the need to exceed the City Manager's spending authority.

To avoid costly construction delays and to ensure that the project can be completed in an efficient manner, City staff recommend that a \$10,000 construction contingency is authorized in advance. This is just over 20% of the original contract price, and if fully utilized, would result in a total project cost of \$57,400. This is an approach that has been used successfully on previous projects including the 16th Street CSO Project.

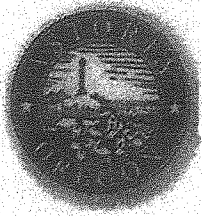
Funding for this project is available in the Public Works Improvement Fund for Sanitary Sewer Main Rehabilitation.

RECOMMENDATION

It is recommended that City Council approve a \$10,000 construction contingency budget for the Grand Ave. Sanitary Sewer Repair Project.

By: 
Jeff Harrington, Public Works Director

Prepared by: 
Nathan Crater, City Engineer



CITY OF ASTORIA
Founded 1911 • Incorporated 1856

GRAND AVENUE SS PIPE REPAIR PROJECT REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to repair a portion of damaged/collapsed sanitary sewer pipe located on Grand Ave. between 30th St. and 31st St. The scope of work for this project is detailed below.

Scope of work:

- **Mobilization and Traffic Control** – The lump sum payment for Mobilization shall include: obtaining permits, insurance, and licenses; moving equipment and materials onto the site; furnishing construction facilities; traffic control; preparing the site for Work under Contract; marshalling workers, materials and equipment, and those of subcontractors to accomplish Work under Contract; preparation, submittal and modifications as appropriate to address review comments for material submittals and shop drawings; removing equipment and extra materials from site upon completion of Work; project administration costs; and all other Work not identified in a separate bid item. Payment for mobilization will be made at the Contract lump sum amount in accordance to Section 00210 – Mobilization.
- **Sanitary Sewer Repair** – This lump sum item includes all work and materials necessary to complete replacement of a portion of 24 inch concrete sanitary sewer pipe adjacent to the existing manhole. Approximately 40 feet of pipe replacement between 10 feet and 15 feet in depth is anticipated. Records indicate that the slope of the existing pipe is approximately 9 percent in the area of replacement. This item shall include all labor, materials, and equipment necessary to complete the repair, including shoring, bypass pumping, and dewatering. The damaged section will need to be removed and replaced with 24 inch ASTM F679 PS 46 PVC pipe and one 1/16 (22.5 degree) bend fitting. This will include connection to two existing laterals north of the manhole. Connection to the existing pipe will be made with Fernco couplers.
- **Surface Restoration** – This lump sum item includes restoration of up to 105 square feet of concrete sidewalk, 80 square feet of concrete driveway, 40 feet of concrete curb, and 475 square feet of paved roadway per City standards. Trench restoration and the asphalt section shall be per City Standard Detail UT-1. Replacement of existing landscaping is also included in this item.

Challenges:

- **Traffic Control** – Signage for pedestrian and vehicle detours around the repair site will need to meet City requirements and a road closure permit will be required for any street closures. Coordination with the residents in the immediate vicinity of the repair will be necessary for the safety of the contractor and the residents.

- **Existing Adjacent Utilities** – As noted on the City Utility Sheet, there are existing utilities adjacent to or crossing the sanitary sewer pipe in the repair limits which will need to be supported during construction. These include, but are not limited to, water, gas, overhead utilities, and possibly other franchise utilities. Specifically, there are two utility poles which will need to be supported and protected by Pacific Power. This will be coordinated by the City. There are also two water services and water meters which may need to be supported by the contractor during construction, the meter boxes will need to be set flush as part of the surface restoration.
- **Ground Water** – Expect ground water to be encountered during excavation. The excavation depth and topography in the work area indicate the potential of ground water being encountered.
- **Bypass Pumping** – The pipe to be repaired conveys sanitary sewer combined with drainage from storm inlets above Irving Ave. The flow shown in the video inspection is expected to be the baseline flow without significant precipitation. The contractor should anticipate pumping and all associated costs will be the responsibility of the contractor. Work will need to be scheduled at a time without prolonged rainfall to minimize pumping requirements.

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Traffic Control	1	LS	\$ 3,100.00	\$ 3,100.00
2	Sanitary Sewer Repair	1	LS	\$ 35,300.00	\$ 35,300.00
3	Surface Restoration	1	LS	\$ 9,000.00	\$ 9,000.00
				Total Quote =	\$ 47,400.00

Please review the video inspection records, attached utility map, project vicinity map, project exhibit map, and sample City construction contract. The City will execute this contract with the selected Contractor. The Contractor shall visit the project site prior to providing a quote. A Right-of-Way Permit and Grading and Erosion Control Permit will be required for the project. Permit fees will be the responsibility of the City.

The selected contractor will not be required to furnish a performance bond and a payment bond for this project.

The video inspection of the existing sanitary sewer drain pipe has been posted to the City's webshare site. The link to this site is: <http://public.engineering.astoria.or.us>. The inspection videos can be found in the Grand Avenue SS Repair Project folder.

If you are unable to access the link above to download and view the videos, the City can supply a CD or DVD copy, upon request.

Contractor shall read and comply with the attached documents before finalizing a quote. Quotes are due February 6, 2019 by 2:00 p.m. Please send sealed quotes to:

John Edwards
Engineering Designer
1095 Duane St.
Astoria, OR 97103

Emailed quotes will be accepted for this project, but will require confirmation of receipt. Quotes submitted by email must be attached to an email message, in PDF format only. All work and material shall meet APWA and City of Astoria Standards and Special Provisions.

In evaluating the quotes and selecting a contractor, the City reserves the right to waive any informalities, reject any and all quotes, request additional information, negotiate with any Contractor providing a quote, or issue subsequent requests for quotes.

Total Quote: \$ 47,400.00

2-6-19
DATE SIGNED

Big River Construction, Inc.
OFFEROR

[Signature] Secretary
SIGNED (NAME AND TITLE)

1030 OLNEY AVE.
MAILING ADDRESS

ASTORIA, OR, 97103
CITY, STATE, AND ZIP CODE

PHONE NUMBER: (503) 338-3878

EMAIL ADDRESS: RLAUPi@BigRiverCompanies.com

CORPORATION: ☒ YES ☐ NO

IF NO, TAX ID NUMBER OR SOCIAL
SECURITY NUMBER:

OREGON CCB NO. 147632

CCB EXPIRATION DATE: 5/1/2019

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this 20th day of February, 2019, by and between Big River Construction, Inc., 1050 Olney Ave., Astoria, Oregon 97103, hereinafter called "CONTRACTOR" and the City of Astoria, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

GRAND AVENUE SS REPAIR PROJECT

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The CONTRACTOR agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – 15 days from Notice to Proceed
- Final Completion – 30 days from Notice to Proceed

If said CONTRACTOR has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$47,400.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The CONTRACTOR and the CITY agree that the plans, specifications (including the ODOT/APWA 2018 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

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

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

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

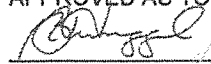
11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY OCCUPATION TAX

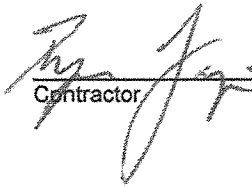
Prior to starting work, **CONTRACTOR** shall pay the **CITY** occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.


APPROVED AS TO FORM:

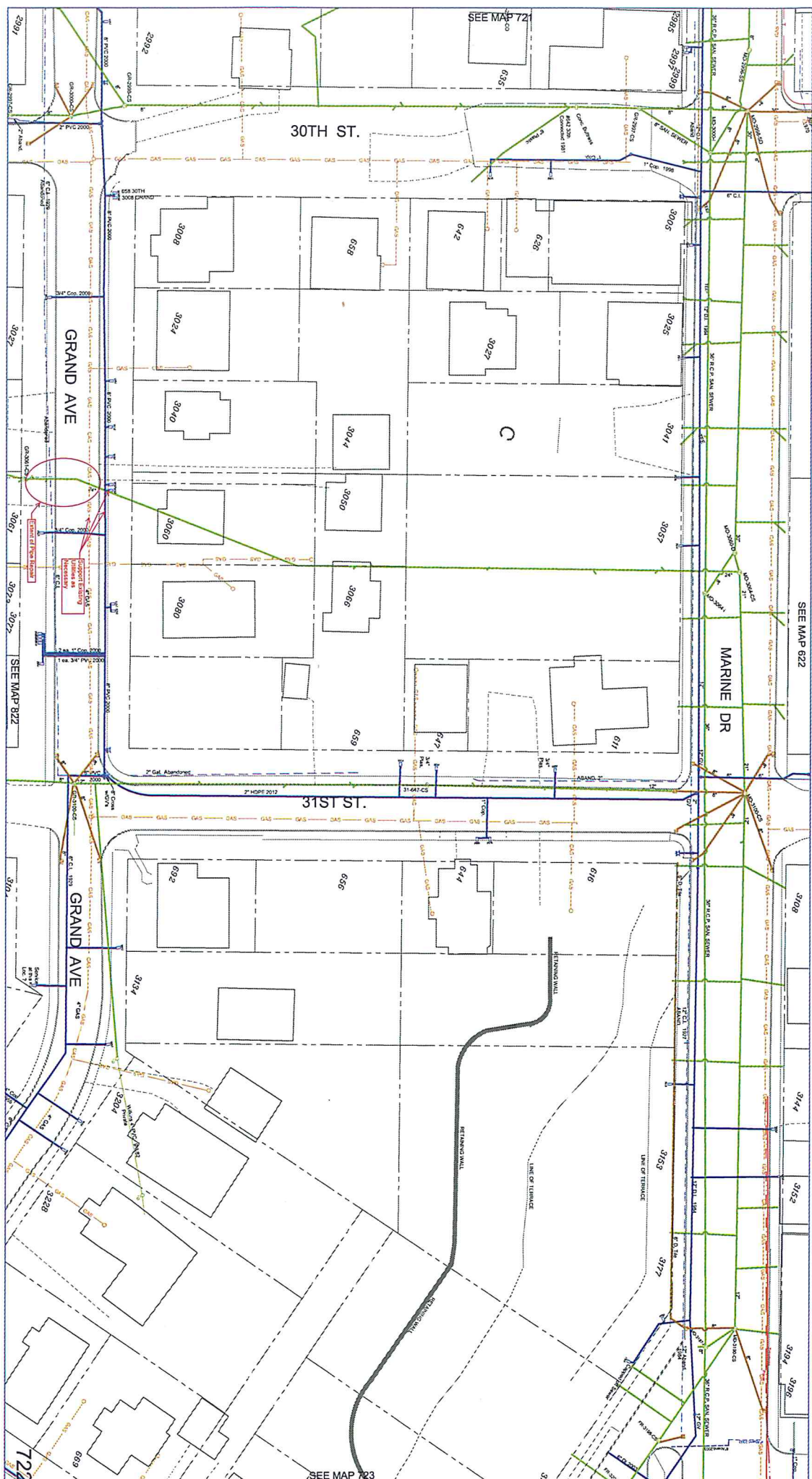
 Digitally signed by BLAIR HENNINGSGAARD
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email=blair@astoria.law, c=US
Date: 2019.02.15 10:53:25 -08'00'

City Attorney

CITY OF ASTORIA, a municipal of the
State of Oregon

 2-20-19
Contractor Date

 2/15/19
Acting City Manager Susan Brooks Date





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: MARCH 4, 2019

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO REVIEW AND ADOPT POLICY FOR COLORED LIGHTING THE ASTORIA COLUMN FOR DESIGNATED HOLIDAYS, EVENTS, AND OCCASIONS

DISCUSSION/ANALYSIS

On February 18th, 2014 the Astoria City Council gave direction to the Parks and Recreation Department to limit the use of colored lighting effects at the Astoria Column to twice a year when specifically authorized by City Council.

This direction came after colored lighting effects took place for the first time at the Astoria Column in October 2013 in an event organized by Columbia Memorial Hospital, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column Pink in recognition of Breast Cancer Awareness Month. This event was followed by a partnership between the Women's Resource Center, the Clatsop County Domestic Violence Council, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column teal for the month of April 2014 in recognition of Sexual Assault Awareness & Child Abuse Awareness Month. This sequence of lighting effects has taken place over the past four years.

At the May 21st, 2018 Council Meeting, special dispensation was given by Council for the Column to be lit with rainbow colors in honor of local Pride celebrations from June 3rd to the 10th. At that time, Council indicated that they desired the Friends of the Astoria Column to develop a draft policy to better regulate future lighting requests. The Friends of the Astoria Column have proposed a policy that coincides with the installation of a new LED lighting system which possesses a greater capacity to manipulate color changes and effects on the Column using a digital controller. A copy of a letter presented to the Council at their February 25th work session is attached. Council was receptive to the policy proposal and provided direction for staff to work with the Friends and develop a policy that would be brought back for official consideration.

The Friends of the Astoria Column's recommendation is that the Column be lit to acknowledge Federally-recognized holidays or to celebrate events and occasions related to the history and status of the City of Astoria, such as the date of its founding. As staff was working with the Friends in developing specific language, they clarified the request asking to have Christmas Eve and New Year's Eve added to the list. Therefore, the proposal submitted to Council is to illuminate the Column with colored lights on the following days:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr Day
- Presidents' Day
- Astoria's Birthday (April 12)
- Memorial Day
- 4th of July

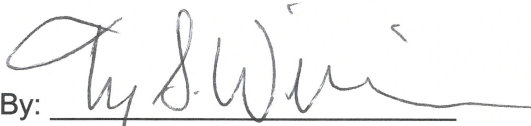
- Regatta Celebration
- Labor Day
- Veterans' Day
- Thanksgiving (Friday – Sunday After)
- Christmas Eve
- Christmas Day

In addition, it is proposed the Column could be illuminated on other days simply for the fun and enjoyment of the colors. Lighting on the "fun" days would not be done in association with a particular cause. These days would selected at the discretion of the Friends of the Astoria Column.

The intent of enacting this policy is to reduce the potential for the Column's lighting to be controversial and to provide a more equitable framework for the use of colored lights, since it is infeasible and inadvisable to allow every lighting request made from private or non-profit groups.

RECOMMENDATION

It is recommended that City Council review and consider the proposed policy noted above from the Friends of the Astoria Column.

By: 

Tim Williams

Director of Parks & Recreation

Honorable Bruce Jones, Mayor
City of Astoria
1095 Duane St.
Astoria, OR 97102

Re: Friends of Astoria Column: Column Lights

Dear Mayor Jones:

Last year, the Astoria City Council asked the Friends to consider the issue of the lights at the Column. Over the years, the City of Astoria has asked that the Column be lit with various colors to support local or national causes.

Our board discussed the matter of the Column lights and we researched other Oregon and national monuments for their policies. Several practiced lighting pattern changes only for historical events and recognized holidays. While all of us have supported previous lighting choices, we faced great difficulty trying to determine any standard by which requests to light the Column could be accepted or rejected.

Therefore, regarding the lighting of the Column, it is the opinion of the Friends that lighting the Column should be limited to historical events, like the anniversary of the founding of the City, and recognized holidays. For illustration, an annual schedule could include New Year's Day, Martin Luther King Jr Day, Presidents' Day, Astoria's Birthday (April 12), Memorial Day, 4th of July, Labor Day, Veterans' Day, Thanksgiving, and Christmas. In addition, the Column could be illuminated on other days simply for the fun and enjoyment of the colors, rather than in recognition of any particular event or cause.

In the meantime, as you know we approved \$75,000 last year for new LED lighting at the Column. We are happy to report that they have been installed and are being tested over the next several weeks. We are extremely pleased with the upgrade of the quality and lighting combinations now available.

To celebrate the new lighting system, we would like to propose a community-wide celebration with a ribbon-cutting ceremony on or around April 12, the anniversary of the founding of Astoria. We would be pleased to sponsor this event with an invitation to view the lights at the Column site or from afar within the City.

Thank you for the opportunity to provide information about the lighting and consideration of our proposal for a public celebration.

Yours very truly,

Jordan D. Schnitzer
President

Willis L. Van Dusen
Vice President



CITY OF ASTORIA

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ASTORIA CITY COUNCIL Draft GOALS FISCAL YEAR 2019-20

- **Support work and recommendations of the Homelessness Solutions Task force (HOST) as well as other community efforts to address homelessness.**
- **Facilitate an increase in housing supply (both market rate and affordable) using the County Housing Study to implement.**
- **Explore a variety of options to enhance long-term financial sustainability of the Parks Department, including but not limited to, a cemetery facilities masterplan.**
- **Pursue a public-private partnership for the redevelopment of Heritage Square to include housing.**
- **Increase disaster resilience among the community, City staff, and facilities.**
- **Explore a variety of options for revenue generation, expense reduction, and streamlining internal processes to allow staff to focus on priorities.**
- **Maintain Astoria's unique character through economic development and zoning which reflects on those values.**
- **The Astoria City Council supports the Astoria Oregon Public Library Foundation in their commitment of fundraising for the renovation of the Astor Library.**
- **Work with community partners to implement the five year economic development strategy. [WORDING TO BE REVIEWED FURTHER BY COUNCIL]**